- 1. Pledge of Allegiance
- 2. Moment of Silence
- 3. Roll Call
- 4. Mayor's Comments:

a.

5. Aldermen's Comments:

6. Public Comments

There are no public comments

7. BOARD BUSINESS:

a. Motion to approve the Depository Docket of Claims, paid and unpaid, dated July 19, 2023, in the amount of \$ 292,530.24.

CITY	OF	WA	VELAN	ID	
DOCKE	ΞT	0F	PAID	CLAIMS	

NUMBER *----*

909 CITY OF WAVELAND

909 CITY OF WAVELAND

909 CITY OF WAVELAND

2224 HAYDEN HALL

2223 DEPARTMENT OF REVENUE

130-000-135 DUE TO A/P PAY

101-000-135 DUE TO A/P PAY DUE TO A/P PAY

313-000-135 DUE TO A/P PAY DUE TO A/P PAY

001-140-695 MISCELLANEOUS - OTHE REPLACEMENT TITLE/RSVP VAN

001-260-613 TRAVEL - MEALS 8 DAYS PER DIEM/INST. COUR

694 MISSISSIPPI DEPT OF REVENUE JUNE2023 06/21/2023 61.50

DOCKET

9864

9865

9866

9867

9868

9869

DATE: 07/19/2023

NUMBER

DUE TO A/P PAY

PAGE: 1

200.00

12,834.14

46,625.00

9.00

224.00

220,606.53

AMOUNT APPRD/DISAPPRD YTD SPENT BUDGET 200.00 12,834.14 46,625.00 9.00 39,161.24 176,739.27 224.00 896.00 3,000.00

	001-200-637 REPAIRS & MAINTENANC 001-200-637 REPAIRS & MAINTENANC	TAGS FOR 2 NEW DODGE DURAN TAG RENEWAL FOR DODGE RAMS		32.00 29.50	28,624.17 28,653.67	47,000.00 47,000.00
9870	1688 PAYROLL CLEARING 001-000-156 DUE TO 601 PAYROLL F	5001 06/29/2023 DUE TO 601 PAYROLL FUND	770.30	770.30		
9871	1688 PAYROLL CLEARING 001-000-156 DUE TO 601 PAYROLL F	5002 07/12/2023 DUE TO 601 PAYROLL FUND	157,972.60	157,972.60		
9872	1688 PAYROLL CLEARING 001-000-156 DUE TO 601 PAYROLL F	5004 07/12/2023 DUE TO 601 PAYROLL FUND	1,024.99	1,024.99		
9873	590 STATE FIRE ACADEMY 001-260-610 TRAINING	JULY2023 07/07/2023 FIRE INSPECTOR COURSE	885.00	885.00	2,290.00	6,000.00
	TOTAL >>>		220,606.53			

07052023 DOC 07/13/2023

070523 DOCKE 07/13/2023

070523* DOCK 07/13/2023

JULY 2023 07/05/2023

JULY2023 07/07/2023

DATE

CITY OF WAVELAND DOCKET OF PAID CLAIMS DATE: 07/19/2023 PAGE: 2

DOCKET NUMBER	*	VENDOR	*	* NUMBER	INVOICE DATE	* AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
				130-000-000			200.00		
				101-000-000			12,834.14		
				313-000-000			46,625.00		
				001-000-000			160,947.39		

DOCKET OF UNPAID CLAIMS DATE: 07/19/2023 PAGE: 1

DOCKET		*	INVOICE	*			
NUMBER	**	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
9874	1617 AFFORDABLE COMPUTER SOLUTIO 001-140-697 COMPUTER SERVICES	NS 515 PREMIUM DNS SOF	06/30/2023	299.40	299.40	2,244.40	37,700.00
	001-140-031 COMFOLEY SEVATORS				233.40	2,211.10	31,100.00
9875	1617 AFFORDABLE COMPUTER SOLUTION 001-140-636 MAINTENANCE AGREEMEN	NS 516 COMPUTER NETWOR	07/06/2023 X SUPPORT	1,993.03	600.00	25,899.55	31,000.00
		NETWORK SUPPORT	N BOTTONT		600.00	27,866.26	32,750.00
	001-280-636 MAINTENANCE AGREEMEN	NETWORK SUPPORT			300.00	5,081.59	7,500.00
		NETWORK SUPPORT			100.00	15,970.59	21,500.00
		16 MICROSOFT BA			102.72	10,692.30	15,200.00
		1 MICROSOFT STAI 26 MICROSOFT BA			14.25 166.92	10,706.55 11,491.85	15,200.00 21,075.00
		4 MICROSOFT BAS			25.68	1,473.12	2,300.00
		2 MICROSOFT BAS			12.84	8,603.39	14,000.00
		4 MICROSOFT BAS			25.68	4,964.69	8,800.00
		2 MICROSOFT BAS			12.84	108.42	175.00
		1 MICROSOFT BAS 2 MICROSOFT BAS			6.42 12.84	57.06 2,340.01	600.00 2,600.00
		1 MICROSOFT BAS			6.42	76.32	70.00
		1 RSVP EMAIL	IO DIMILE		6.42	294.65	540.00
8076		505	07/10/000	0.10.00			
9876	1617 AFFORDABLE COMPUTER SOLUTION 001-200-636 MAINTENANCE AGREEMEN	ONS 525 GB SERVER MEMO	07/12/2023	240.00	160.00	28,026.26	32,750.00
		SERVER 2019 STA			80.00	28,106.26	32,750.00
							,
9877	1843 B & J PIT STOP, LLC	11-0189867	07/13/2023	720.00	700.00	00 000 00	47 000 00
	001-200-637 REPAIRS & MAINTENANC	FRONT & REAR BR	AKES AND RO		720.00	29,373.67	47,000.00
9878	2222 BIG BERTHA'S KITCHEN AND CA	ATER 111	06/21/2023	475.00			
	001-140-570 OTHER SUPPLIES & MAT	ITEMS FOR THE L	IL PRINCESS		475.00	5,541.74	6,000.00
9 8 79	1311 C SPIRE BUSINESS SOLUTIONS	000655705	82 06/30/2023	278.99			
3013	001-200-636 MAINTENANCE AGREEMEN			210.33	278.99	28,385.25	32,750.00
						,	,
9880	1040 CARD SERVICES	1161549	06/14/2023	445.50	200 50	607.50	26 250 00
		15 GPS X 13.50 15 GPS X 13.50			202.50 202.50	607.50 28,587.75	36,250.00 32,750.00
		2 GPS X 13.50			27.00	135.00	32,130.00
		1 GPS X 13.50			13.50	5,095.09	7,500.00
0001	1040 0322 02217020	W01.000	06/00/0000	000 00			
9881	1040 CARD SERVICES 001-140-610 TRAINING	X01623 TRANSCRIPT/EXEM	06/22/2023	200.00	200.00	1,535.00	2,500.00
	001-140-010 INAIMING	TRANSCRIFT/ BABR	EI V. NONEA		200.00	1,000.00	2,300.00
9882	1040 CARD SERVICES	X36185	06/15/2023	85.98			
	001-260-570 OTHER SUPPLIES & MAT	SUPPLY BOXES FO	R NEW AIR B		85.98	1,605.35	8,500.00
9883	1040 CARD SERVICES	X91081	06/21/2023	47.00			
2000		OVERNIGHT GRANT		11. VU	47.00	601.25	3,000.00
9884	1910 CARLITO'S WAY BAIL BONDING	JUNE 2023	07/03/2023	1,600.00	4 600 60		
	001-000-330 COURT FINES & FEES	BOND REFUND			1,600.00		

PAGE: 2

DOCKET		*INVOICE	*			
NUMBER	**	NUMBER DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
9885	2228 CHARLES EDWARD GORDON 001-000-330 COURT FINES & FEES	JUNE 2023 07/03/2023 BOND REFUND	150.00	150.00		
9886	2053 CITY OF WAVELAND 001-000-358 MISC - POLICE REPORT	JUNE 2023 07/03/2023 RESTITUTION/CECIL BRUNETTE	300.00	300.00		
9887	2230 DALTON TAYLOR BYRD 001-000-330 COURT FINES & FEES	JUNE 2023 07/03/2023 BOND REFUND	70.50	70.50		
9888	152 DISCOUNT TIRE SPOT, INC 001-200-637 REPAIRS & MAINTENANC	813568 06/13/2023 TIRE REPAIR ON UNIT 470	20.00	20,00	29,393.67	47,000.00
9889	152 DISCOUNT TIRE SPOT, INC 001-301-637 REPAIRS & MAINTENANC 001-301-637 REPAIRS & MAINTENANC 001-301-637 REPAIRS & MAINTENANC	813577 07/06/2023 225/ R19.5 HWY TIRE 225/70 R 19.5 DRIVE INSTALLATION	1,750.00	450.00 1,000.00 300.00	47,430,42 48,430,42 48,730,42	75,000.00 75,000.00 75,000.00
9890	152 DISCOUNT TIRE SPOT, INC 001-200-637 REPAIRS & MAINTENANC	813587 06/29/2023 LEFT REAR TIRE REPAIR ON	25.00	25.00	29,418.67	47,000.00
9891	1589 DONNA HENRY, LLC 001-140-601 PROFESSIONAL SERVICE	000014 07/01/2023 CONSULTATION PAYROLL/HR	820.00	820.00	33,178.00	32,000.00
9892	1410 E FIRE SOUTHERN 001-551-636 MAINT AGREEMNT - ELE	4312 07/05/2023 ANNUAL FIRE ALARM MONITORI	599.88	599.88	4,796.24	4,500.00
9893	1410 E FIRE SOUTHERN 001-260-636 MAINTENANCE AGREEMEN	4313/4314 07/05/2023 ANNUAL FIRE ALARM MONITOR	1,199.68	1,199.68	17,170.27	21,500.00
9894	1410 E FIRE SOUTHERN 001-140-636 MAINTENANCE AGREEMEN	4315 07/05/2023 ANNUAL FIRE ALARM MONITORI	599.88	599.88	26,499.43	31,000.00
9895	128 FASTENAL COMPANY 001-200-570 OTHER SUPPLIES & MAT	MSGUL144588 07/06/2023 18X18 ALUM STP AP ONLY SIG	243.64	243.64	3,413.79	5,500.00
9896	15 FUELMAN OF MISSISSIPPI 001-120-525 FUEL 001-301-525 FUEL 001-260-525 FUEL 001-200-525 FUEL 001-550-525 FUEL 001-280-525 FUEL 001-200-637 REPAIRS & MAINTENANC 001-140-525 FUEL	NP64666732 07/03/2023 MAYOR'S VEHICLE STREET DEPT VEHICLES FIRE DEPT VEHICLES POLICE DEPT VEHICLES PARKS DEPT VEHICLES BUILDING DEPT VEHICLES OIL CHANGE CITY ADMIN	2,429.78	58.24 454.76 240.23 1,375.88 100.04 41.12 104.00 55.51	995.68 24,671.95 13,330.38 55,847.07 2,661.86 2,255.93 29,522.67 281.25	1,500.00 61,000.00 24,000.00 113,500.00 6,000.00 5,390.00 47,000.00
9897	15 FUELMAN OF MISSISSIPPI 001-301-525 FUEL 001-260-525 FUEL 001-200-525 FUEL 001-550-525 FUEL 001-280-525 FUEL	NP64713836 07/10/2023 STREET DEPT VEHICLES FIRE DEPT VEHICLES POLICE DEPT VEHICLES PARKS DEPT VEHICLES BEAUTIFICATION	1,862.93	314.46 275.14 1,104.71 45.11 71.51	24,986.41 13,605.52 56,951.78 2,706.97 2,327.44	61,000.00 24,000.00 113,500.00 6,000.00 5,390.00

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DOCKET NUMBER	**	*INVOICE NUMBER DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	001-200-637 REPAIRS & MAINTENANC (OIL CHANGE		52.00	29,574.67	47,000.00
9898		150919 05/26/2 <mark>0</mark> 23 ULT-2001 REFLECTIVE GRAPHI SHIPPING	1,006.00	975.00 31,00	30,549. 6 7 30,580. 6 7	47,000.00 47,000.00
9899	1580 GULF GUARANTY LIFE INSURANCE 601-000-109 HEALTH INSURANCE	E C 1239154 06/19/2023 GAP HEALTH COVERAGE	9,405.02	9,405.02		
9900	2226 HALEY JESSICA MATRANGA 001-000-330 COURT FINES & FEES	JUNE 2023 07/03/2023 BOND REFUND	300.00	300.00		
9901	5 HANCOCK COUNTY CHANCERY CLE 001-000-140 LOCAL: HANCOCK LAW L	RK JUNE 2023 07/03/2023 LAW LIBRARY FUND	114.00	114.00		
9902	001-200-633 UTILITIES - SOLID WA 001-571-633 UTILITIES - SOLID WA 001-551-633 UTILITIES - SOLID WA 001-260-633 UTILITIES - SOLID WA	BOURGEOIS PARK 8 YD DUMPST POLICE STATION 4 YD DUMPST CIVIC CENTER 4 YD DUMPSTER LIGHTHOUSE 4 YD DUMPSTER	918.50	157.50 84.00 84.00 84.00 84.00 425.00	1,357.50 724.00 724.00 724.00 745.55 1,623.80	1,350.00 1,490.00 700.00 1,200.00 300.00 5,000.00
9903	200-815-830 PAYMENT FISCAL AGENT	40571 06/14/2023 G/O IMP SERIES 2015 AGENT OTHER FEES/AUDIT CONFIRMAT FLAT FEE/REGULATORY PROCES	800.00	700.00 50.00 50.00	6,765.63 6,815.63 6,865.63	1,700.00 1,700.00 1,700.00
9904	001-301-590 EQUIPMENT REPAIRS & 001-301-590 EQUIPMENT REPAIRS & 001-301-590 EQUIPMENT REPAIRS &	111566 06/28/2023 GATORADE BOX 100 5/16X 2 1/2 BOLTS BOX 100 5/16 LOCK NUTS BOX 100 5/16 WASHERS DISCOUNT	141.43	102.98 33.99 11.59 8.59 15.72-	5,893.59 5,927.58 5,939.17 5,947.76 5,932.04	7,000.00 7,000.00 7,000.00 7,000.00 7,000.00
9905	001-550-570 OTHER SUPPLIES & MAT 001-550-570 OTHER SUPPLIES & MAT	111695 07/03/2023 100 FT WATER HOSE ICE SCOOP GORILLA TAPE DISCOUNT	101.32	77.95 7.25 27.38 11.26-	7,359.57 7,366.82 7,394.20 7,382.94	10,000.00 10,000.00 10,000.00 10,000.00
9906	001-550-570 OTHER SUPPLIES & MAT 001-550-570 OTHER SUPPLIES & MAT 001-550-570 OTHER SUPPLIES & MAT	111762 07/06/2023 2-1/2 GALLON WEED KILLER CASES GATORADE 2 GALLON SPRAYER GAS CAN AND SPOUT DISCOUNT	406.87	191.50 207.96 29.85 22.77 45.21-	7,574.44 7,782.40 7,812.25 7,835.02 7,789.81	10,000.00 10,000.00 10,000.00 10,000.00 10,000.00
9907		111887 07/10/2023 DANGER TAPE CAUTION TAPE	19.30	9.90 11.55	7,799.71 7,811.26	10,000.00

PAGE:

---- DOCKET NUMBER DATE NUMBER *----* AMOUNT APPRD/DISAPPRD YTD SPENT BUDGET 2.15-7,809.11 10,000.00 001-550-570 OTHER SUPPLIES & MAT DISCOUNT HUBBARD'S HARDWARE, LLC 111931 07/11/2023 44.27 9908 105 7,827.36 7,841.75 001-550-570 OTHER SUPPLIES & MAT DOUBLE A BATTERIES 18.25 10,000.00 10,000.00 001-550-570 OTHER SUPPLIES & MAT SCREWDRIVERS 14.39 7,858.30 7,853.38 16.55 4.92-001-550-570 OTHER SUPPLIES & MAT SECURITY BIT SET 10,000.00 001-550-570 OTHER SUPPLIES & MAT DISCOUNT 4.92-10,000.00 44726 06/30/2023 59.82 9909 964 JERRY'S LAWN MOWER 23.99 5,956.03 001-301-590 EQUIPMENT REPAIRS & CHAIN ADJ KIT 7,000.00 5,965.02 5,969.01 8.99 001-301-590 EQUIPMENT REPAIRS & TENSION SLIDE 7,000.00 3.99 7,000.00 001-301-590 EOUIPMENT REPAIRS & THRUST PAD 5,977.00 5,990.98 001-301-590 EQUIPMENT REPAIRS & COVER 7.99 7,000.00 13.98 7,000.00 001-301-590 EQUIPMENT REPAIRS & 13/64 GRINDING STONE 5,991.86 001-301-590 EQUIPMENT REPAIRS & SERVICE FEE . 88 7,000.00 062823 06/28/2023 65.95 9910 1042 KENTWOOD SPRINGS 65.95 1,163.45 1,400.00 001-140-642 RENTAL - MACHINERY & ARTESIAN WATER DELIVERY 9911 KIRK'S WHEEL & TIRE PROS LLC 62836 06/26/2023 1.067.88 36,781.84 001-260-637 REPAIRS & MAINTENANC 2 TIRES AND INSTALLATION O 1,067.88 55,000.00 9912 2229 KRYSTYN THERESE CARROLL JUNE 2023 07/03/2023 150.00 001-000-330 COURT FINES & FEES BOND REFUND 150.00 982735 06/22/2023 55.50 LOWE'S HOME CENTERS 9913 31 23.73 1,629.08 8,500.00 001-260-570 OTHER SUPPLIES & MAT LINCOLN FLUX WIRE 6.63 001-260-570 OTHER SUPPLIES & MAT SPRAY PAINT 1,635.71 8,500.00 8.53 1,644.24 8,500.00 001-260-570 OTHER SUPPLIES & MAT INTERIOR/EXTERIOR PLAIN HO 16.61 1,660.85 001-260-570 OTHER SUPPLIES & MAT LINCOLN ELECTRIC 10PK CONT 8,500.00 9914 LOWE'S HOME CENTERS 985551 06/06/2023 43.55 31 9,076.45 12,000.00 9,086.79 12,000.00 001-301-570 OTHER SUPPLIES & MAT MOP 18.98 001-301-570 OTHER SUPPLIES & MAT COTTON MOP 10.34 14.23 001-301-570 OTHER SUPPLIES & MAT PUSH BROOM 9,101.02 12,000.00 2225 MIGUEL SEBASTIAN GARCIA JUNE 2023 694.25 9915 07/03/2023 001-000-330 COURT FINES & FEES 694.25 BOND REFUND 9916 786.75 4 MISSISSIPPI DEPT OF PUBLIC SAF JUNE 2023 07/03/2023 632.50 001-000-139 STATE: DEPT PUBLIC S SPECIAL ASSESSMENTS WIRELE 001-000-139 STATE: DEPT PUBLIC S CRIME STOPPERS 154.25 9917 13 MISSISSIPPI POWER JULY 2023 07/03/2023 244.11 244.11 001-551-630 UTILITIES - ELECTRIC 108 N. BEACH - LIGHTHOUSE 2,089.54 2,000.00 9918 JULY 2023* 07/03/2023 52.64 13 MISSISSIPPI POWER 52.64 159,390.30 001-301-634 UTILITIES - STREET & EVENTS POLE AT 229 COLEMAN 263,000.00 9919 JULY 2023** 07/03/2023 53.45 MISSISSIPPI POWER 53.45 001-301-634 UTILITIES - STREET & EVENTS POLE AT 209 COLEMAN 159,443.75 263,000.00

DOCKET		*INVOICE	*			
NUMBER	**	NUMBER DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
9920	13 MISSISSIPPI POWER	JULY 2023*** 07/03/2023	92.71			
3320	001-551-630 UTILITIES - ELECTRIC	108 N BEACH TEMP POLE	32.11	92.71	2,182.25	2,000.00
9921	947 NAPA 001-260-637 REPAIRS & MAINTENANC	354840 07/07/2023	464.12	164 10	27 245 06	LE VVV VV
	001-260-637 REPAIRS & MAINTENANC	BATTERIES FOR RESCUE 2		464.12	37,245.96	55,000.00
9922	136 O'REILLY AUTO PARTS	1040313817 07/05/2023	408.58			
	001-140-637 REPAIRS & MAINTENANC	BATTERY		208.49	26,456.88	45,000.00
	001-140-637 REPAIRS & MAINTENANC	CORE		22.00	26,478.88	45,000.00
	001-140-637 REPAIRS & MAINTENANC	BATTERY		200.09	26,678.97	45,000.00
	001-140-637 REPAIRS & MAINTENANC	CORE		22.00	26,700.97	45,000.00
	001-140-637 REPAIRS & MAINTENANC	CORE CREDITS		44.00-	26,656.97	45,000.00
9923	136 O'REILLY AUTO PARTS	1040344934 07/12/2023	312.04			
3323	001-260-637 REPAIRS & MAINTENANC	65EXT BATTERIES FOR ENGINE	J1Z.04	312.04	37,558.00	55,000.00
	ool 200 oo, halililo a militamio	odni biirbiida ron biiorna		012101	0.,000,00	00/00000
9924	136 O'REILLY AUTO PARTS	1040344967 07/12/2023	86.95			
	001-301-637 REPAIRS & MAINTENANC	BLOWER MOTOR FOR PW 156		86.95	48,817.37	75,000.00
9925	595 PREMIER FORD	11488 06/29/2023	879.71			
3323	001-200-637 REPAIRS & MAINTENANC	PARTS AND LABOR TO REPAIR	017.11	469.43	31,050.10	47,000.00
		AMENDING TO ADD FRONT AXLE		375.28	31,425.38	47,000.00
	001-200-637 REPAIRS & MAINTENANC	SHOP CHARGE FOR REPAIR ORD		35.00	31,460.38	47,000.00
	•••					
9926	318 PROHOSTING ACCOUNTING DIVI 001-200-636 MAINTENANCE AGREEMEN	SION JULY 2023 07/03/2023 WEB HOSTING WAVELANDPOLICE	17.95	17.95	28,605.70	32,750.00
	001-200-036 MAINIENANCE AGREEMEN	MED UOSITING MAAFININGLOFICE		11.93	20,003.70	32,130.00
9927	1251 RJ YOUNG COMPANY LLC	INV6407107 06/30/2023	617.45			
	001-280-636 MAINTENANCE AGREEMEN	BUILDING DEPT BASE RATE		132.50	5,227.59	7,500.00
	001-280-636 MAINTENANCE AGREEMEN	CONTRACT PER COPY		93.65	5,321.24	7,500.00
	001-115-636 MAINTENANCE AGREEMEN	COURT DEPT BASE RATE		132.50	9,647.39	11,000.00
	001-115-636 MAINTENANCE AGREEMEN	CONTRACT PER COPY		44.51	9,691.90	11,000.00
	001-200-636 MAINTENANCE AGREEMEN	POLICE DPT BASE RATE		106.00	28,711.70	32,750.00
	001-200-636 MAINTENANCE AGREEMEN	CONTRACT PER COPY		17.49	28,729.19	32,750.00
	001-260-636 MAINTENANCE AGREEMEN	FIRE DEPT BASE RATE		79.50	17,249.77	21,500.00
	001-260-636 MAINTENANCE AGREEMEN	CONTRACT PER COPY		11.30	17,261.07	21,500.00
9928	444 ROCKING C TRUCK & TRAILER	0115763 07/03/2023	2,126.31			
	001-301-637 REPAIRS & MAINTENANC	· ·	-,	2,126.31	50,943.68	75,000.00
9929	444 ROCKING C TRUCK & TRAILER	0115845 07/03/2023	435.45	425 45	E1 270 12	75 000 00
	001-301-637 REPAIRS & MAINTENANC	PW44 REPAIR WORK (SEE QUOT		435.45	51,379.13	75,000.00
9 930	667 S & L OFFICE SUPPLIES	109504 06/29/2023	2,294.22			
	001-550-510 CLEANING & JANITORIA		and the different	212.60	4,037.57	5,700.00
	001-550-510 CLEANING & JANITORIA	JUMBO TISSUE		141.08	4,178.65	5,700.00
	001-550-510 CLEANING & JANITORIA			199.95	4,378.60	5,700.00
	001-550-510 CLEANING & JANITORIA			173.65	4,552.25	5,700.00
	001-550-510 CLEANING & JANITORIA			339.10	4,891.35	5,700.00
	001-550-510 CLEANING & JANITORIA	SOAPFOAM		266.01	5,157.36	5,700.00

PAGE:

---- DOCKET NUMBER DATE AMOUNT APPRD/DISAPPRD YTD SPENT NUMBER *----* BUDGET

 359.70
 5,517.06
 5,700.00

 336.85
 5,853.91
 5,700.00

 197.39
 6,051.30
 5,700.00

 9.99
 6,061.29
 5,700.00

 57.90
 6,119.19
 5,700.00

 001-550-510 CLEANING & JANITORIA BLACK OFFICE TRASH BAGS 001-550-510 CLEANING & JANITORIA GEN JOE PAPER TOWELS 001-550-510 CLEANING & JANITORIA WAX MOP 001-550-510 CLEANING & JANITORIA DAWN DISHWASH 001-550-510 CLEANING & JANITORIA DAWN DISHWASH REFILL 1 GAL S & L OFFICE SUPPLIES 109505 06/29/2023 1,739.78 9931 667

 212.60
 2,709.12
 6,000.00

 199.95
 2,909.07
 6,000.00

 173.65
 3,082.72
 6,000.00

 339.10
 3,421.82
 6,000.00

 266.01
 3,687.83
 6,000.00

 336.85
 4,024.68
 6,000.00

 211.62
 4,236.30
 6,000.00

 001-551-510 CLEANING & JANITORIA KITCHEN TOWEL 001-551-510 CLEANING & JANITORIA PINESOL LEMON FRESH 001-551-510 CLEANING & JANITORIA CLOROX BLEACH 001-551-510 CLEANING & JANITORIA CLOROX DISF SPRAY 001-551-510 CLEANING & JANITORIA SOAP FOAM 001-551-510 CLEANING & JANITORIA TOWEL GEN JOE HARD 001-551-510 CLEANING & JANITORIA TISSUE JUMBO JR 667 S & L OFFICE SUPPLIES 109670 07/07/2023 637.94

001-140-500 OFFICE SUPPLIES BLACK INK CARTRIDGE/HP 414

001-140-500 OFFICE SUPPLIES YELLOW

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 667 S & L OFFICE SUPPLIES 109692 07/10/2023 229.45 001-301-500 OFFICE SUPPLIES INK CARTRIDGE 902XL BK 9933 229.45 964.52 1,750.00 667 S & L OFFICE SUPPLIES 109694 07/10/2023 32.81 001-140-500 OFFICE SUPPLIES BOX LEGAL EXPAND FOLDERS 9934 32.81 10,597.20 11,000.00 2227 SANDY GALATAS JUNE 2023 07/03/2023 150.00 001-000-330 COURT FINES & FEES BOND REFUND 9935 150.00 9936 2232 SARAH MANCUSO JUNE 2023 07/03/2023 150.00 001-000-358 MISC - POLICE REPORT RESTITUTION/LODGE LADNER 150.00 18 SEA COAST ECHO JUNE 2023 06/30/2023 35.40 9937 35.40 001-280-620 ADVERTISING & PUBLIS P&Z REG MEETING PUBLICATIO 2,358.35 3,000.00 18 SEA COAST ECHO JUNE 2023* 06/30/2023 36.36 001-280-620 ADVERTISING & PUBLIS AD ORDINANCE NO. 349 SECTI 9938 2,394.71 3,000.00 JUNE2023 06/30/2023 800.00 9939 18 SEA COAST ECHO 800.00 1,896.23 001-140-620 ADVERTISING & PUBLIS WAVELAND WHOLE PAGE AD 2,500.00 JUNE2023* 06/30/2023 118.84 9940 18 SEA COAST ECHO 118.84 001-140-620 ADVERTISING & PUBLIS LEGAL AD RE: COW VS HEIRS 2,015.07 2,500.00 9941 700 SELECTIVE INSURANCE - FLOOD JUNE 2023* 06/29/2023 5,131.00 5,131,00 101-500-625 INSURANCE LIBRARY FLOOD INS. 14,705.44 9942 JUNE 2023 07/03/2023 10,065.41 3 STATE TREASURER 001-000-138 STATE: COURT FINE AS TV 5,735.16 320.00 001-000-138 STATE: COURT FINE AS TT

PAGE: 7

DOCKET *------*
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NUMBER DATE AMOUNT APPRD/DISAPPRD YTD SPENT BUDGET 963.75 001-000-138 STATE: COURT FINE AS OM 001-000-138 STATE: COURT FINE AS ABF 160.00 001-000-138 STATE: COURT FINE AS VBF
001-000-138 STATE: COURT FINE AS CC
001-000-138 STATE: COURT FINE AS MVL 80.00 37.50 375.00 001-000-138 STATE: COURT FINE AS UMI 2,394.00 9943 70 SUN COAST BUSINESS SUPPLY 1341835 06/21/2023 140.94 26.58 2,267.81 2,800.00 92.00 2,359.81 2,800.00 9.16 2,368.97 2,800.00 13.20 2,382.17 2,800.00 001-115-500 OFFICE SUPPLIES CORRECTION TAPE
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 TWISTTOP W/PHONE DETANGLER
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 OFFICE SUPPLIES
 KRAFT CLASP ENVELOPES
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94.44
2,177.15
2,200.00 001-260-510 CLEANING & JANITORIA URINAL PADS
001-260-510 CLEANING & JANITORIA BROOM
001-260-510 CLEANING & JANITORIA TOILET PAPER
001-260-510 CLEANING & JANITORIA GARBAGE BAGS 001-260-510 CLEANING & JANITORIA 4 GAL CASE FABULOSO
001-260-510 CLEANING & JANITORIA DAWN DISH SOAP
001-260-510 CLEANING & JANITORIA LAUNDRY DETERGENT 001-260-510 CLEANING & JANITORIA DISHWASHER SOAP 383 SUNBELT FIRE 9946 00007395 07/13/2023 540.00 540.00 38,098.00 55,000.00 001-260-637 REPAIRS & MAINTENANC DIAGNOSTICS ON ENG 2 NOT T 00007408 07/13/2023 1,039.25 383 SUNBELT FIRE 9947
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 07/01/2023
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 001-140-605
 TELEPHONE
 ADJUSTMENTS
 129.07
 10,835.62
 15,200.00

 001-140-605
 TELEPHONE
 CITY ADMINISTRATION
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 TELEPHONE
 COURT DEPT
 174.07
 1,647.19
 2,300.00

 105-000-605
 TELEPHONE
 RSVP
 29.66
 324.31
 540.00
 1767 TEC

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---- DOCKET NUMBER *----* AMOUNT APPRD/DISAPPRD YTD SPENT BUDGET NUMBER DATE 315 TIMOTHY A. KELLAR, CHANCERY CL APEIL 2023 04/01/2023 780.00 9949 780.00 001-140-601 PROFESSIONAL SERVICE TAX SALE REDEMPTIONS - MAR 33,958.00 32,000.00 9950 315 TIMOTHY A. KELLAR, CHANCERY CL FEB 2023 02/01/2023 1,220.00 1,220.00 35,178.00 001-140-601 PROFESSIONAL SERVICE TAX SALE REDEMPTIONS - JAN 32,000.00 TIMOTHY A. KELLAR, CHANCERY CL JULY 2023 07/03/2023 9951 1,060.00 36,238.00 32,000.00 001-140-601 PROFESSIONAL SERVICE TAX SALE REDEMPTIONS - JUN 1,060.00 TIMOTHY A. KELLAR, CHANCERY CL MARCH 2023 03/01/2023 9952 940.00 32,000.00 001-140-601 PROFESSIONAL SERVICE TAX SALE REDEMPTIONS - FEB 940.00 37,178.00 9953 315 TIMOTHY A. KELLAR, CHANCERY CL MAY 2023 05/01/2023 820.00 820.00 37,998.00 32,000.00 001-140-601 PROFESSIONAL SERVICE TAX SALE REDEMPTIONS - APR 315 TIMOTHY A. KELLAR, CHANCERY CL MAY2023 05/31/2023 660.00 9954 660.00 38,658.00 32,000.00 001-140-601 PROFESSIONAL SERVICE TAX SALE REDEMPTIONS - MAY 9955 739 TRANSUNION RISK AND ALTERNATIV 14231202306 07/01/2023 178.00 178.00 28,907.19 32,750.00 001-200-636 MAINTENANCE AGREEMEN TLOXP CHARGES - JUNE 1530083952 07/03/2023 225.56 9956 1862 UNIFIRST CORPORATION 1,149.60 18.90 1,700.00 001-550-535 UNIFORMS 2 PARKS DEPT 001-301-535 UNIFORMS 001-200-535 UNIFORMS 144.97 6,499.24 15,491.26 15 STREETS DEPT 2,805.64 8,450.00 1 ANIMAL CONTROL 9.45 1,700.00 3.50 1,153.10 001-550-535 UNIFORMS DEFE 3.50 3.50 6,502.74 15,491.26 001-301-535 UNIFORMS DEFE 2,809.14 8,450.00 001-200-535 UNIFORMS DEFE GARMENT MAINTENANCE 1,167.01 1,700.00 13.91 001-550-535 UNIFORMS 6,516.66 15,491.26 001-301-535 UNIFORMS 13.92 GARMENT MAINTENANCE 001-200-535 UNIFORMS GARMENT MAINTENANCE 13.91 2,823.05 8,450.00 1862 UNIFIRST CORPORATION 9957 1530085027 07/10/2023 220.92 1,185.91 1,700.00 001-550-535 UNIFORMS 2 PARKS DEPT 18.90 2 PARAS DELL 15 STREETS DEPT 1 ANIMAL CONTROL 144.97 6,661.63 15,491.26 001-301-535 UNIFORMS 9.45 3.50 3.50 3.50 2,832.50 8,450.00 001-200-535 UNIFORMS 1,189.41 1,700.00 001-550-535 UNIFORMS DEFE 6,665.13 15,491.26 001-301-535 UNIFORMS DEFE 2,836.00 8,450.00 001-200-535 UNIFORMS DEFE 18.55 18.55 1,700.00 001-550-535 UNIFORMS GARMENT MAINTENANCE 1,207.96 001-301-535 UNIFORMS 6,683.68 15,491.26 GARMENT MAINTENANCE 2231 WESLEY EUGENE MORAN, JR JUNE 2023 07/03/2023 500.00 9958 001-000-330 COURT FINES & FEES BOND REFUND 500.00 71,923.71 TOTAL >>> 71,923.71

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DOCKET				*	INVOICE	*			
NUMBER	*	VENDOR	*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
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							0.5.00		
				105-000-000			36.08		
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				601-000-000			9,405.02		
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				101-000-000			5,131.00		
				101 000 000			-,		
				099-000-000			166.42		
	TOT.	AL DOCKET	· >>			292,530.24			
							292,530.24		

7. BOARD BUSINESS:

b. Motion to approve the Operating Utilities Docket of Claims, paid and unpaid, dated July 19, 2023 in the amount of \$ 177,434.88.

---- DOCKETU NUMBER *----- VENDOR -----* NUMBER DATE AMOUNT APPRD/DISAPPRD YTD SPENT BUDGET 1688 PAYROLL CLEARING 5003 07/12/2023 20,820.35 50176 20,820.35 400-000-156 DUE TO 601 PAYROLL F DUE TO 601 PAYROLL FUND TOTAL >>> 20,820.35 20,820,35

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NUMBER *----* VENDOR -----* NUMBER DATE

AMOUNT APPRD/DISAPPRD YTD SPENT BUDGET

400-000-000

20,820.35

CITY OF WAVELAND
DOCKET OF UNPAID CLAIMS

DATE: 07/19/2023

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---- DOCKETU NUMBER *----* APPRD/DISAPPRD YTD SPENT BUDGET DATE TRUOMA NUMBER 07/06/2023 351,36 1617 AFFORDABLE COMPUTER SOLUTIONS 516* 50177 300.00 4,901.96 7,200.00 400-710-636 MAINTENANCE AGREEMEN NETWORK SUPPORT 5,229.59 32.10 9,650.00 5 MICROSOFT BASIC EMAIL 400-710-605 TELEPHONE 6.42 278.65 1 MICROSOFT BASIC EMAIL 500.00 400-700-605 TELEPHONE 400-722-605 TELEPHONE 12.84 1,310.67 1,900.00 2 MICROSOFT BASIC EMAIL 600.00 BAYOU CADDY UTILITY, SOUTH, LL 134 07/05/2023 50178 600.00 400-724-661 WATER - PURCHASE FOR BASE BILLING - DEC 5-JAN 5 6,552.30 10,000.00 600.00 BAYOU CADDY UTILITY, SOUTH, LL 135 07/05/2023 50179 400-724-661 WATER - PURCHASE FOR BASE BILLING - DEC 5-JAN 5 600.00 7,152.30 10,000.00 BENVENUTTI ELECTRICAL APPARATU 34220 06/30/2023 2,281.00 1812 50180 1,150.00 70,337.81 82,800.00 400-726-637 REPAIRS & MAINTENANC TECHS 1,095.00 71,432.81 82,800.00 400-726-637 REPAIRS & MAINTENANC 0-15 PSI TRANSDUCER 36.00 71,468.81 82,800.00 400-726-637 REPAIRS & MAINTENANC FREIGHT BENVENUTTI ELECTRICAL APPARATU 34221 07/05/2023 1,140.00 50181 1812 450.00 71,918.81 82,800.00 400-726-637 REPAIRS & MAINTENANC HOIST TRUCK 690.00 72,608.81 82,800.00 400-726-637 REPAIRS & MAINTENANC TECH 1161549* 06/14/2023 135.00 50182 CARD SERVICES 1040 121.50 678.81 5,000.00 400-700-636 MAINTENANCE AGREEMEN 9 GPS X 13.50 13.50 4,915.46 7,200.00 400-710-636 MAINTENANCE AGREEMEN 1 GPS X 13.50 1040 X64472 06/13/2023 39.99 CARD SERVICES 50183 39.99 400-725-610 TRAINING DRUG TRAINING DOT SUSPICIO 489.99 8,000.00 COAST CHLORINATOR AND PUMP CO. 76047 06/30/2023 3,000.00 50184 3,000.00 27,010.00 18,000.00 400-724-601 PROFESSIONAL SERVICE SERVICE CONTRACT JAN 2020 COAST CHLORINATOR AND PUMP CO. 76077 07/07/2023 642.00 50185 224.00 8,648.10 25,000.00 400-724-637 REPAIRS & MAINTENANC KIT 94.00 8,742.10 25,000.00 400-724-637 REPAIRS & MAINTENANC INLET CAPSULE 8,752.10 10.00 25,000.00 400-724-637 REPAIRS & MAINTENANC FLOW TUBE 64.00 8,816.10 25,000.00 400-724-637 REPAIRS & MAINTENANC TUBING CONNECTORS 250.00 9,066.10 25,000.00 400-724-637 REPAIRS & MAINTENANC SHOP LABOR 20.00 DISCOUNT TIRE SPOT, INC 813574 06/28/2023 50186 20.00 26,404.03 29,441.76 400-722-637 REPAIRS & MAINTENANC TIRE REPAIR (PW677F-250) 900.00 813575 06/29/2023 50187 DISCOUNT TIRE SPOT, INC 750.00 73,358.81 82,800.00 400-726-637 REPAIRS & MAINTENANC 11R 22.5 FRONT TIRES 400-726-637 REPAIRS & MAINTENANC INSTALLATION 150.00 73,508.81 82,800.00 DISCOUNT TIRE SPOT, INC 813584 06/26/2023 140.00 50188 152 140.00 26,544.03 29,441.76 400-722-637 REPAIRS & MAINTENANC 265 70 R17 NEW TIRE 744.16 NP64666732* 07/03/2023 50189 15 FUELMAN OF MISSISSIPPI 637.17 18,775.99 33,000.00 PUBLIC WORKS DEPT VEHICLES 400-722-525 FUEL 59.49 1,733.28 3,900.00 METER READER VEHICLE 400-710-525 FUEL

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---- DOCKETU VUMBER *----* DATE AMOUNT APPRD/DISAPPRD YTD SPENT BUDGET NUMBER 47.50 1,228.57 2,000.00 400-700-525 FUEL PUBLIC WORKS MANAGER 15 FUELMAN OF MISSISSIPPI NP64713836* 07/10/2023 696.01 50190 400-722-525 FUEL PUBLIC WORKS DEPT VEHICLES
400-710-525 FUEL METER READER VEHICLE 519.53 19,295.52 33,000.00 400-710-525 FUEL 1,857.42 3,900.00 124.14 52.34 1,280.91 2,000.00 400-700-525 FUEL PUBLIC WORKS MANAGER 693 GRAINGER 9762240704 07/06/2023 39.86 50191 39.86 61,317.73 81,999.99 400-725-637 REPAIRS & MAINTENANC C CELL BATTERIES GULFSOUTH PIPELINE CO, LP 2345526 07/12/2023 960.89 50192 960.89 55,125.07 150,000.00 400-725-660 GAS - PURCHASE FOR R GAS VOLUME - NOV 2019 HANCOCK COUNTY SOLID WASTE AUT 1210 07/03/2023 45,075.33 50193 130 37,558.44 387,754.44 350,000.00 400-728-601 PROFESSIONAL SERVICE SOLID WASTE 2497X\$14.44 350,000.00 400-728-601 PROFESSIONAL SERVICE SOLID WST/BULKY WST 2497X\$ 7,516.89 395,271.33 HANCOCK COUNTY UTILITY AUTHORI JUNE2023 06/30/2023 89,348.31 50194 400-727-601 PROFESSIONAL SERVICE ADMINISTRATIVE/PLANT FEE 61,232.00 702,389.80 880,000.00 4,191.59 2,274.57 13,312.18 8,337.97 706,581.39 880,000.00 400-727-601 PROFESSIONAL SERVICE 2020 BOND 708,855.96 400-727-601 PROFESSIONAL SERVICE 2014 BOND 400-727-601 PROFESSIONAL SERVICE 2014 BOND 400-727-601 PROFESSIONAL SERVICE SRF LOAN#1 880,000.00 722,168.14 880,000.00 730,506.11 880,000.00 400-727-601 PROFESSIONAL SERVICE SRF LOAN#2 6508377 06/27/2023 3,537.50 50195 HAWKINS, INC. 2006 36,130.37 40,312.93 3,487.50 400-724-570 OTHER SUPPLIES & MAT CHLORINE BOTTLES 36,180.37 40,312.93 50.00 400-724-570 OTHER SUPPLIES & MAT FUEL SURCHARGE HUBBARD'S HARDWARE, LLC 111893 07/10/2023 45.60 50196 400-722-637 REPAIRS & MAINTENANC TUBES CLEAR SILICONE 45.60 26,589.63 29,441.76 178 MIDSOUTH METER & REGULATION 10881 07/05/2023 636.36 50197 465.00 98.36 28.00 45.00 22,944.87 400-725-591 METER & COMPONENT SU AMERICAN AL-425 30LT W/2PS 35,000.00 23,043.23 23,071.23 23,116.23 35,000.00 400-725-591 METER & COMPONENT SU 3/4X1 BODY YELLOW/BLACK SP 35,000.00 400-725-591 METER & COMPONENT SU METER CONNECTION 30LT SET 35,000.00 400-725-591 METER & COMPONENT SU SHIPPING JUNE* 06/30/2023 866.25 50198 SEA COAST ECHO 866.25 866.25 400-700-620 ADVERTISING & PUBLIS 2022 WATER QUALITY REPORT 500.00 27.50 JUNE2023** 06/30/2023 50199 18 SEA COAST ECHO 400-700-620 ADVERTISING & PUBLIS ADV FOR UTILITY DEP CLERK 27.50 893.75 500.00 90 SYMMETRY ENERGY SOLUTIONS, LLC 1674318 07/11/2023 3,616.25 50200 58,741.32 150,000.00 3,616.25 400-725-660 GAS - PURCHASE FOR R NATURAL GAS SALES - NOV 408,06 1088688* 07/01/2023 50201 1767 TEC 182.19 1,492.86 1,900.00 PUBLIC WORKS PHONE/INTERNE 400-722-605 TELEPHONE 311.32 32.67 500.00 PUBLIC WORKS MANAGER 400-700-605 TELEPHONE 193.20 5,422.79 9,650.00 UTILITY DEPT 400-710-605 TELEPHONE

CITY OF WAVELAND DOCKET OF UNPAID CLAIMS

DATE: 07/19/2023

PAGE: 3

DOCKETU			*	INVOICE	*			
NUMBER	*	VENDOR*	NUMBER	DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
50202	1862 UNIF 400-722-535 400-722-535 400-722-535	FIRST CORPORATION UNIFORMS UNIFORMS UNIFORMS	1530083952* 5 UTILITY DEFE GARMENT MTN	07/03/2023	54.23	36.82 3.50 13.91	3,044.00 3,047.50 3,061.41	4,600.00 4,600.00 4,600.00
50203	1862 UNII 400-722-535 400-722-535 400-722-535	FIRST CORPORATION UNIFORMS UNIFORMS UNIFORMS	1530085027* 5 UTILITY DEFE GARMENT MTN	07/10/2023	58.87	36.82 3.50 18.55	3,098.23 3,101.73 3,120.28	4,600.00 4,600.00 4,600.00
50204	144 UTI: 400-725-660	LITY MANAGEMENT CORPORA GAS - PURCHASE FOR R		07/12/2023 SERVICES	650 .0 0	650.00	59,391,32	150,000.00
		TOTAL >>>			156,614.53	156,614.53		

CITY OF WAVELAND DOCKET OF UNPAID CLAIMS	DATE;	07/19/2023		PAGE:	4		
DOCKETU NUMBER * VENDOR	*	*NUMBER	INVOICE DATE	AMOUNT	APPRD/DISAPPRD	YTD SPENT	BUDGET
	4	00-000-000			156,614.53		
TOTAL DOCKETU >>				177,434.88			

177,434.88

7. BOARD BUSINESS:

c. Motion to approve contract with Abercrombie Underground Solutions, Inc. in the amount of \$63,985.96 for the Jourdan River Hwy. 603 Gas Main Crossing Repair, and authorize the Mayor's signature thereon.

CONTRACT

THIS AGREEMENT is by and between CITY OF WAVELAND

(Owner) and ABERCROMBIE UNDERGROUND SOLUTIONS, LLC

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The scope of work shall include installation, via horizontal directional drill, of a new gas line parallel to an existing gas line, while maintaining continuous flow of gas to customers.

ARTICLE 2 - THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Jourdan River Hwy. 603 Gas Main Crossing Repair

ARTICLE 3 - ENGINEER

3.01 The Project has been has received permitting services by:

C.E. Group, Inc. 3036 Longfellow Drive Bay St. Louis, MS 39520

Chiniche Engineering & Surveying of Bay St. Louis, MS, who is to act as Owner's representative, assumes all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract. Time shall commence running at the time of execution of this agreement.
- 4.02 Days to Achieve Substantial Completion and Final Payment
- A. The Work will be substantially completed and ready for final payment within <u>10</u> calendar days after the date when the Contract Times commence to run.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$250.00 for each day that expires after the

time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete and ready for final payment.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

Base Bid: \$63,985.96

A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 - PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
- A. Contractor shall submit Applications for Payment to Engineer for its review, who will provide its recommendation to the City in the normal course of the City's schedule. All invoices must be received by the City by the published docket schedule for placement on the agenda.
- 6.02 Progress Payments; Retainage
- A. Owner shall make payment in full upon completion and acceptance by the Owner on the basis of the Contractor's Application for Payment. All such payments will be measured by the number of units completed as provided in the unit price bid.

ARTICLE 7 - INTEREST

7.01 All moneys not paid when due shall bear interest at the rate specified by Mississippi State Law.

ARTICLE 8 - CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
- E. Contractor has considered the information known to Contractor; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 5, inclusive).
 - 2. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Quote (pages 1 to 2, inclusive).
 - 3. General Conditions (pages 0 to 46, inclusive).
 - 4. Supplementary Conditions (pages 1 to 8, inclusive).
- 4. MDOT Permit requirements, USACE requirement that bore must be placed a minimum of 8 feet below the river bottom, and scope of work as set forth by letter dated October 14, 2021, from the City's consultant, National Corrosion Service, Inc.
- 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented by Change Order.

ARTICLE 10 - MISCELLANEOUS

10.01 N/A

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 Other Provisions: N/A

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

This Agreement will be effective on, 202	3 (which is the Effective Date of the Agreement).
OWNER:	CONTRACTOR:
CITY OF WAVELAND	ABERCROMBIE UNDERGROUND SOLUTIONS, LLC
Ву:	Ву:
Title:	Title:
[CORPORATE SEAL]	[CORPORATE SEAL]
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
	-
	License No.:
(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of	(Where applicable)
authority to sign and resolution or other documents authorizing execution of Owner-Contractor Agreement.)	
	Agent for service or process:
and the second second	
	(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)



z of 2 original

Project Information: Jordan River Crossing(Gas)

Description	Quantity	Unit	Price	Extension
BORING PE 4" DIA, GREATER THAN 10"	900.000	L.F.	52,65	47,385.00
Tie-In - 4" plastic to any size steel main	2.000	EACH	8,300.48	16,600.96
		QUOTE TO	TAL:	63,985.96

This quote contains the following exclusions/qualifications:

- Abercrombie will provide all equipment and labor to perform quoted task.
- Utility operator will handle any permits needed to perform work
- This quote does not include any hard surface breaking or restorations.
- If bore path can not be established out side 4' of a utility then we will have to look at a different bore path

THANKS,
WADE ABERCROMBIE
PRESIDENT
601-796-2784 EXT. WADE
601-754-8150 CELL
wade.abercrombie@abercrombieunderground.com

Malcolm

From:

Malcolm

Sent:

Friday, May 12, 2023 12:48 PM

To:

wadeabercrombie

Cc:

BHumphrey@waveland-ms.gov; Lisa Planchard

Subject:

FW: Jourdan River gas bore

For your consideration.

From: Malcolm

Sent: Friday, May 12, 2023 12:47 PM

To: BHumphrey@waveland-ms.gov; Lisa Planchard <LPlanchard@waveland-ms.gov>

Subject: FW: Jourdan River gas bore

Here is the email we obtained from the Corps of Engineers that allows the work.

From: Malcolm

Sent: Monday, April 3, 2023 4:22 PM

To: wadeabercrombie < wade.abercrombie@abercrombieunderground.com >

Subject: FW: Jourdan River gas bore

Please consider this information from the Corps of Engineers in reviewing your quote.

From: Lisa Morrison < lmorrison@cegroupms.com>

Sent: Monday, April 3, 2023 12:15 PM

To: Malcolm <cityattorney@pass-christian.com>

Subject: FW: Jourdan River gas bore

Malcolm, see below for authorization to proceed.

Thank You,

LISA D. MORRISON, RPG



228-549-1997 | cegroupms.com

The contents of this entail transmission are confidential and may be projected by professional privilege. The contents are intended only for the named recipients of this entail. If you are intended recipient, you are hereby notified that any use reproduction, disclosure or distribution of the information contained in this fausimile is prohibited.

In celebration of our 50th anniversary, Compton Engineering, Inc. is now CE Group, Inc. Please note the change in my contact information.

From: Villarreal, Rudolph C CIV USARMY CESAM (USA) < Rudolph.C.Villarreal@usace.army.mil>

Sent: Monday, April 03, 2023 12:13 PM

To: Lisa Morrison < lmorrison@cegroupms.com>

Cc: Devin Herrington < dherrington@cegroupms.com >

Subject: RE: Jourdan River gas bore

LISA:

You are able to proceed under emergency maintenance. I will issue an After-the- fact permit. Please note that the bore should be place a minimum of **8 feet** below the river bottom.. Your application stated 5-8 feet. Please state any changes to the previous application. Please let me know both day the work has commenced and the day it has been completed.

Thank you, Rudy

Rudolph C. Villarreal Senior Project Manager US Army Corps of Engineers Mobile District Regulatory Division South Mississippi Branch Office. (251) 690-3246

Cell: (251) 508-7049

E-Mail. rudolph.c.villarreal@usace.army.mil

From: Lisa Morrison < lmorrison@cegroupms.com>

Sent: Monday, April 3, 2023 8:09 AM

To: Villarreal, Rudolph C CIV USARMY CESAM (USA) < Rudolph.C.Villarreal@usace.army.mil>

Cc: Devin Herrington < dherrington@cegroupms.com Subject: [Non-DoD Source] Jourdan River gas bore

Mr. Villareal, The City of Waveland has notified me that it appears the underwater gas leak has recently worsened (based on inspection by the gas company) and the Public Service Commission has demanded the City move forward immediately to replace the leaking pipe. We have submitted a permit application that I believe would be issued soon (SAM-2023-00113-RCV), but would like for the City to be able to go ahead with the work. I understand that the USACE can issue an after the fact permit for this situation. Please confirm and let me know if you need any other information.

Thank You,

LISA D. MORRISON, RPG



228-549-1997 | cegroupms.com

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In celebration of our 50th anniversary, Compton Engineering, Inc. is now CE Group, Inc. Please note the change in my contact information.

NATIONAL CORROSION SERVICE, INC.

George E. Mouledoux, Jr. President

2210 Jefferson Avenue New Orleans, LA 70115-6461 Phone (504) 891-4711 (800) 767-7927 FAX (504) 895-6351

October 14, 2021

Honorable Mike Smith, Mayor City of Waveland P. O. Box 539 Waveland, Mississippi 39576

Subject: Scope of Work for the Gas Line Replacement at the Jordan River Crossing

Dear Mayor Smith,

Below please find the Scope of Work for the Gas Line Replacement at the Jordan River Crossing. The intent of the work is to install a new gas line parallel to the existing gas line without disrupting the continuous flow of gas.

The existing gas line is a 3" steel gas pipeline which is leaking at the north shore of the Jordan River adjacent to and east of the Highway 603 bridge crossing. A recent boat trip over the gas line indicated that at high tide the water bottom is 18 feet deep at the deepest point. It should be noted that Pipeline Safety Regulations require all pipe installed in a navigable river, stream, or harbor must be installed with a minimum cover of 48 inches (1,219 millimeters) in soil or 24 inches (610 millimeters) in consolidated rock between the top of the pipe and the underwater natural bottom (as determined by recognized and generally accepted practices).

At the existing pipeline the distance from shore to shore is approximately 270 feet. The bore will be considerably longer due to the set-back required to obtain the bore depth required for the required depth of cover as described above.

The work will include boring a horizontal directional hole to accommodate an up to 4" PE4710 polyethylene gas pipe (3" pipe is not readily available at this time and 4" gas pipe is, and will meet the requirements of this job. The 3" PE4710 pipe is preferred if available). In any case PE 4710, stamped D2513 pipe is required. Immediately after the hole is bored the pipe will be pulled back along with a continuous - no splice- tracer/cathodic protection wire consisting of AWG #2 HMWPE wire. The wire will be attached to the existing steel 3" pipeline that will remain in service by an exothermic weld at each end, Cadweld or equal. This will ensure future tracing of the plastic pipeline location and an electrically continuous pipeline for cathodic protection purposes.

The PE pipe will be attached at both ends to the existing 3" steel pipeline utilizing a bottomout line-stopping fitting welded to the existing 3" steel pipeline. The PE pipe will be attached to the bottom-out fitting with welded steel fittings (elbows, reducers...) including the appropriate size PE to steel transition fitting at each end. Gas will continue to flow through the 3" steel pipe until the new PE pipe is in place and pressure tested to a minimum of 187.5 psi for 1 hour utilizing a chart recorder.

After the pressure test is passed and the final connection to the bottom-out fitting is made, the bottom-out fittings will be tapped, the new PE pipe will be purged of air, and the flow through the 3" steel pipe will be stopped with an internal line-stopper at both ends. The 3" steel pipe will be cut on both ends and a 3" steel cap will be welded to terminate the 3" steel on both ends. All steel pipe will be coated with an underground pipeline coating. A 5 foot section of the abandoned 3" steel pipe will be removed and 3" slip on flanges welded to each end for future pressure testing by the City.

All excavations will be backfilled and graded to original condition.

In accordance with the Operator Qualification Regulations all work shall be performed by persons qualified through training and evaluation to perform the associated covered tasks. Records supporting an individual's current qualification shall be maintained while the individual is performing the covered task. The Qualification Records must be on file in the City Gas Office prior to any work being performed. In addition all contractor personnel shall be maintained under a DOT Drug Testing Program while working on this job and proof of enrollment shall be submitted to the City Gas Office prior to any work being performed. And finally, all welding must be performed by a qualified welder using qualified welding procedure that are recorded in detail, including the results of the qualifying tests. This record must be retained and followed whenever the procedure is used. Records of the welders qualification and welding procedures must be on file in the City Gas Office Prior to any welding being performed.

If you have any questions or desire any additional assistance please do not hesitate to contact this office.

Yours very truly,

NATIONAL CORROSION SERVICE, INC.

George E. Mouledoux, Jr.

GEMJr/mmm

Tom King
Southern District Commissioner
Kelly R. Castleberry
District 6 Engineer
P. O. Box 551

Hattiesburg, MS 39403-0551

Telephone (601) 544-6511 FAX (601) 544-0227



Brad White Executive Director

Brian D. Ratliff
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration

GoMDOT.com

City of Waveland 301 Coleman Ave. Waveland, MS 39576 **APPROVED**

By bfarris at 9:07 am, Apr 03, 2023

Bo Humphrey compton@comptonengineering.com; cityattorney@pass-christian.com

Enclosed, please find your MDOT permit 6-23-23-603-0058. All applicants must make provision for materials and labor for their installations. Contact Brian Farris (bfarris@mdot.ms.gov) or Pam Hinricks (phinricks@mdot.ms.gov) 601-544-6511 to schedule inspection 48 hours prior to performing work.

Please note that road bores under state highways shall be performed Monday through Thursday and shall not begin on Friday.

Thanks,

Brian D. Farris

MDOT District Six

Post Office Box 551

Hattiesburg, MS 39403

Brin Faris

or

(physical address):

6356 Highway 49

Hattiesburg, MS 39401

Transportation: The Driving Force of a Strong Economy

Tom King Southern District Commissioner Kelly R. Castleberry District 6 Engineer

P. O. Box 551 Hattiesburg, MS 39403-0551 Telephone (601) 544-6511 FAX (601) 544-0227



Brad White Executive Director

Brian D. Ratliff
Deputy Executive Director/Chief Engineer

Lisa M. Hancock
Deputy Executive Director/Administration

GoMDOT.com

The following checklist for Contractors and Sub Contractors shall be completed prior to and/or have in place before permitted road bore:

A copy of the signed approved permit shall be on site at all times. No work shall be performed on MDOT Right of Way until applicant and Contractor/Sub-Contractor has received a copy of the approved permit.

All necessary road signs shall be properly placed one hour prior to the road bore starting in both directions of travel and in accordance with the Manual of Uniform Traffic Control Devices (MUTCD), latest edition.

All personnel involved with work stated in said permit must have the proper PPE (Personal Protective Equipment) while in the work zone at all times. These include reflective vests/shirts for every worker present, hard hats and/or goggles when required.

All locates are to be completed 48 hours, per 811 laws, prior to the scheduled road bore. If locates are not completed per 811 laws by the day of the bore, it will result in the bore being canceled and rescheduled according to the MDOT inspector's schedule.

All equipment used on bores shall be in excellent working condition. All drilling units are recommended to be 75hp/20,000ft-lbs forward & 17,000ft-lbs reverse or larger, depending on job, with a minimum of 400ft of drill stem to handle road crossings.

Contractors and Sub-Contractors are required to supply or have in close proximity access to drilling water. It is recommended twice the amount of water needed to be on site for drilling at all times.

An MDOT Permits and ROW inspector shall be on site for all directional road crossings.

Parallel or lateral bores shall also be subject to this checklist. MDOT Permits and ROW inspectors DO NOT need to be present at parallel or lateral bores.

MDOT has fiber and power on MDOT ROW and is not part of the one call network. For MDOT locates, please call Corando Lozano (228) 382-2394 or Jeff Burkes (601) 953-4184.

Transportation: The Driving Force of a Strong Economy

MND-002 Rev. 2011

Lat: 30.38764 Long: -89.44149

APPROVED

By bfarris at 9:07 am, Apr 03, 2023

PERMIT NO. 6-23-23-603-0058

ame: Bo Humphrey

none #: 228-202-1828

228-216-2493

compton@comptonengineering.com; ration cityattorney@pass-christian.com

MISSISSIPPI DEPARTMENT OF TRANSPORTATION cityatt
APPLICATION FOR PERMIT TO CONSTRUCT PIPELINE ALONG
OR ACROSS STATE HIGHWAY AND AGREEMENT OF APPLICANT
GIVEN IN CONSIDERATION OF SAID PERMIT

Please Print) Name: City of Waveland		Address: 301 Coleman Avenue	
y (or) Individual		Street/Route	
rcock	MS	39576	
nty	State	Zip Code	
nerein called the applicant, who at the present time proposes to construct a pipeline along or across Highway No. 603 and 389+00			
Latitude (decimal degrees) 30d23'15.5"N,89d26'29.35"W Longitude (decimal degrees) 30d23'10.83"N,89d26'26.75"W			
County, Mississip	pi, does hereby make appl	lication to the Mississip	opi Department of
Transportation, the duly authorized agent for the Mississippi Transportation Commission, for permission to construct the said opposition mentioned above and shown herein below and in consideration of this permit being granted to said applicant for the construction of the pipeline, said applicant does hereby agree to construct the pipeline in accordance with the plan shown herein below and does further agree, with full understanding of the terms thereof, to all of the following provisions:			
	y (or) Individual acock hity resent time proposes to "N,89d26'29.35"W County, Mississipent for the Mississippi herein below and in cant does hereby agree	y (or) Individual nacock MS aty State resent time proposes to construct a pipeline along of and 389+00 "N,89d26'29.35"W Longitude (decimal degrees) — County, Mississippi, does hereby make applent for the Mississippi Transportation Commission herein below and in consideration of this permit ant does hereby agree to construct the pipeline in	y (or) Individual Street/Route application to the Mississipent for the Mississippi Transportation Commission, for permission to cherein below and in consideration of this permit being granted to said ant does hereby agree to construct the pipeline in accordance with the process.

- (a) That the Mississippi Department of Transportation does not purport to grant to said applicant any right, title, claim or easement in or upon said highway or right-of-way appurtenant thereto.
- (b) That the said Mississippi Department of Transportation may at any time require and compel the removal, reconstruction or relocation of said pipeline or any appurtenance thereto herein described, shown or referred to, when said Mississippi Department of Transportation deems it necessary. Unless the applicant, its heirs, assigns or legal representatives, qualify under Section 65-1-8(2)(e) Mississippi Code (1972) Annotated and/or the parties have agreed otherwise in a Utility Agreement, all expense of said removal, reconstruction or relocation is to be borne exclusively by the applicant, and the Mississippi Department of Transportation is to be in no way liable.
- (c) Said applicant hereby expressly agrees for himself, his heirs, assigns and legal representatives, that upon request of said Mississippi Department of Transportation, he will without delay either reconstruct, remove or move the facility herein described to another location, all in accordance with the terms of the request so made by the said Mississippi Department of Transportation. It is distinctly understood that said new location will be made or designated by said Mississippi Department of Transportation after agreement with said applicant or its successors, if possible. It is further understood and agreed that, if this permit is granted and acted upon by the said applicant, the said Mississippi Department of Transportation will use all reasonable effort to avoid the necessity of requesting that the herein mentioned facility be removed, moved, altered, or reconstructed.
- (d) The plan of proposed construction set out below is incorporated herein by reference and made a part of this application, as if fully copied out herein in words and figures.
- (e) It is agreed that this permit is void if all work shown on this plan is not completed in accordance with this plan within one year after date of approval.
- (f) It is expressly agreed that no trees or shrubs on the highway right-of-way will be cut, trimmed, or damaged during the construction or maintenance of this work or facility except as expressly shown herein below.
- (g) All sod disturbed by the proposed work shall be neatly dressed and grassed in accordance with the vegetation schedule outlined elsewhere in this permit. The applicant shall maintain the dressed and grassed area for a sufficient length of time to insure a growing sod.
- (h) The applicant is responsible for any conflicts with other utilities on the highway right-of-way and is to secure permission from said utilities for said conflicts and for any necessary alterations.
- (i) The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, if required, in accordance with Part 6 of the Manual On Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attach a special traffic control plan to the application if special traffic control details are required.
- (j) All work associated with this permit shall be designed, detailed and constructed in accordance with the Department's Roadway and Bridge Design Manuals and Standard Drawings and the Mississippi Standard Specifications for Road and Bridge Construction.
- (k) A copy of the approved plan is to be kept at the site of the work at all times during construction.
- (I) The applicant does hereby covenant and agree to indemnify and hold harmless the Mississippi Transportation Commission and the Mississippi Department of Transportation from and against any claims, actions, suits, causes or demands, including court costs and reasonable attorney's fees, proximately resulting from acts or omissions of the applicant, or applicant's servants, agents or employees in the construction and maintenance of all facilities outlined under this permit.

Page 1 of II

MND-002 Rev. 2011	PERMIT NO. 6-23-23-603-0058
Witness my signature this 13 ¹¹ day of through 1 of permit number 6-23-2	
STATE OF MISSISSIPPI COUNTY OF HANCOK	Printed Name and Title
Personally appeared before me, the undersing names(s) 15 subscribed to this instrument is subscribed to the instrument is subs	ent as the Proble Works Warksex of Title of Applicant who having been first fully sworn acknowledged that they dual and deed of the said applicant for the purpose and consideration and in the capacity litten. the 13th day of January 20 23 Signature of Notary Officer Signature of Notary Officer
Field In: Approve By:	Brian Ratliff 1.24.23 Deputy Executive Director/Chief Engineer 04/03/20_23
Installa	ion Inspection By:

MND-002 Rev. 2011 PERMIT NO. 6-23-23-603-0058

Mississippi Department of Transportation Completion of Work Certification

This permit requires that the named applicant submit the following certification with signature(s) and insure proper filing with MDOT's District Permit Department before the permit is closed and all associated bonds are released:

Permit Representative's signature(s) acknowledges the following:

We/(I), certify that the requirements of this permit Including Attachment A (MND-002 Rev. 2-2004) have been constructed as stated in the approved final permit. Furthermore, no work performed as an exercise of the approved permit, has been relocated or altered without such change being shown on an approved revision of the permit or approved addenda thereto.

Printed Name of Applicant	
Thire trains our philatic	
Signature of Applicant	

PERMIT NO. 6-23-23-603-0058 Attachment A

MISSISSIPPI DEPARTMENT OF TRANSPORTATION JACKING, DRY BORING, BORING WITH DRILLING FLUID, TUNNELING AND DIRECTIONAL BORING

NOTICE:

Before jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, written approval must be obtained from the District Engineer on the method to be used. The District Engineer reserves the right to require a change in the method when, due to soil conditions or other reasons, the desired results are not being obtained.

Before any jacking, dry boring, boring with drilling fluid, tunneling or directional boring is begun, the District Engineer will be advised, in writing, whether the work will be performed by the applicant's forces or by contract and, if by contract, the name of the contractor.

Jetting will not be permitted.

Any overcutting exceeding the tolerances set forth in this document shall be filled immediately with flowable fill or other approved materials.

The applicant shall be responsible for correction of any distortion caused by his/her operation on any road, street, frontage road, ramp, conventional highway, partially controlled highway, fully controlled access highway and/or roadway cross-section. The method of correction shall be approved by the District Engineer.

Failure to comply with the requirements for jacking, dry boring, boring with drilling fluid, tunneling, and/or directional boring operations or failure to comply with the approved permit requirements shall be cause for canceling the permit.

The applicant, by signing this document, certifies that the design and type of materials and method of operations are of the industry standard where the industry standard is indicated below.

JACKING

JACKING will be accomplished as follows:

Pushing or jacking of casing or carrier pipes under the highway larger than three and one half (3-1/2) inches in diameter is prohibited. All casing or carrier pipe will be of strength sufficient to withstand the stress resulting from jacking pressures.

DRY BORING

DRY BORING will be accomplished as follows:

For pipes greater than eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two (2) inches (Pipe O.D. + 2"). For pipes less than or equal to eight (8) inches in diameter, the maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus one (1) inch (Pipe O.D. + 1").

Water bearing sands and muck soils will be well pointed as necessary prior to commencing the bore.

All bores will be accomplished with the auger inside the casing or carrier pipe with the cutting edges positioned just ahead of the pipe except as follows:

- (1) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores eight (8) inches or less in diameter in dense consolidated soils.
- (2) Dry boring with the auger not inside the casing or carrier pipe may be permitted in bores three (3) inches or less in diameter in loose sandy soils or other soils which easily cave or spall.

Care should be exercised at all times to keep the auger properly positioned within the casing or carrier pipe and to maintain sufficient forward pressure upon the casing or carrier pipe to quickly run through any pockets of loose soil.

All boring with or without the auger inside the casing or carrier pipe will be carefully observed for comparison between the amount of cuttings removed from the hole and the diameter of the bore, together with the distance the auger has traveled in the bore. An excessive amount of cuttings removed from the bore indicates caving or spalling of the bore wall, in this case, the bore shall be stopped until a method for completing the bore acceptable to the Mississippi Department of Transportation has been agreed upon.

An acceptable fluid may be introduced by gravity flow approximately three (3) feet back of the forward end of the casing or carrier pipe to lubricate the cuttings in order to facilitate the removal thereof; however, the excessive use of such fluid causing undue flow back and erosion of the bore is prohibited.

PERMIT NO. 6-23-23-603-0058 Attachment A

BORING WITH DRILLING FLUID

Boring with Drilling Fluid will be accomplished as follows:

The maximum diameter of the borehole shall be the outside diameter of the casing or carrier pipe plus two inches (Pipe O.D. + 2") with an open type bit that leaves the cuttings in place.

The design and type of drilling fluid and the method used for the boring with drilling fluid work shall be of the industry standard.

Drilling fluid is used to lubricate the cutters or reamers, consolidate the cuttings into plugs of appropriate length, seal the wall of the bore to form a filter cake in order to prevent cave-ins or spalling, maintain the arch, and lubricate the bore for easy removal of masses or plugs of cuttings from the bore by using compressed air and for the installation of the casing or carrier pipe immediately thereafter. The excessive use of drilling fluid that causes undue flow back and erosion of the bore may be a violation of the approved method and, pending a Department evaluation, be cause for canceling the permit.

When boring in sandy subsoils, fine sands, water-bearing sands, or any solid which easily spalls or caves, the bores entrance will be plugged or dammed in order to retain both the drilling fluid and the cuttings within the bore until the time immediately before the casing or carrier pipe is installed. Water bearing sands and mucky soils will be pointed as necessary prior to commencing the bore. When drilling through dense consolidated soils, the cuttings may be partially removed from the hole in approximately three (3) foot plugs by the use of compressed air or by retraction of the cutter or reamer. No cutter or reamer larger than three (3) inches in diameter shall have holes therein larger than five sixteenth (5/16) inches in diameter through which drilling fluid is forced during boring.

TUNNELING

Tunneling will be accomplished by the following methods:

First, using jacking equipment where the pipe is aimed and jacked ahead as the earth is excavated by hand or with the aid of mechanical tools just ahead of the pipe end, OR

Second, when enough opening for the tunnel is excavated ahead, the tunnel liner plates are bolted together to extend the liner until it is complete.

In both methods, the pipe or tunnel must be of sufficient size to permit entry, excavating ahead, and disposal of the material through the pipe or tunnel. Excavation around the pipe or liner should be the minimum necessary for jacking or working clearances.

The pipe specifications used in the tunneling method of the crossing installation shall comply with the same specifications for pipe used for jacking and boring.

The tunnel liner plate or section specifications shall be fabricated of galvanized steel of the proper gauge and section modulus to withstand the live load and fill height. In acid soil areas, the liner will be required to be asphalt coated. If used as a cross drain, a payed invert may be required.

All pipe or liner tunneled will be fitted with grout vents and grout pumped into the voids around the pipe or liner at not less than 45 psi. The design and spacing of the vents, the grout mixture and method used for filling the void between the finished tunnel and outline of the excavation shall be of the industry standard.

DIRECTIONAL BORING

Directional boring will be accomplished by the following method:

A pilot hole is drilled beginning at a prescribed angle from horizontal and continues across the obstruction along a design profile made of straight tangents and long radius arcs.

Once the pilot hole is made, the casing or carrier line can be pulled through. The casing or carrier line is prefabricated on the bank opposite the drilling rig. A reamer is attached to the drill string and then connected to the casing or carrier line pull head via a swivel. The swivel prevents any translation of the reamer's rotation into the casing or carrier line string allowing for a smooth pull in to the drilled hole. The drilling rig then begins the pullback operation, rotating and pulling on the drill string and once again circulating high volumes of drill slurry. The pull back continues until the reamer and casing or carrier line returns to the drilling rig.

The design and type of drilling slurry and method used for the drilling operation shall be of the industry standard.

and method association and see of the modestly size	modra:
Signed: Name of Party Signing Application	
PUBLIC WORKS MANAGER	1-13-23
Title 1	Date
Field Inspection By: Bun fams	1.24 20 23
Approved: MISSISSIPPI DEPARTMENT OF TRANSPORTATION	
Brian Ratliff 1.24.23	
Deputy Executive Director/Chief Engineer	
Ву:	20
Installation Inspection By:	20
	Page 5 of 11

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

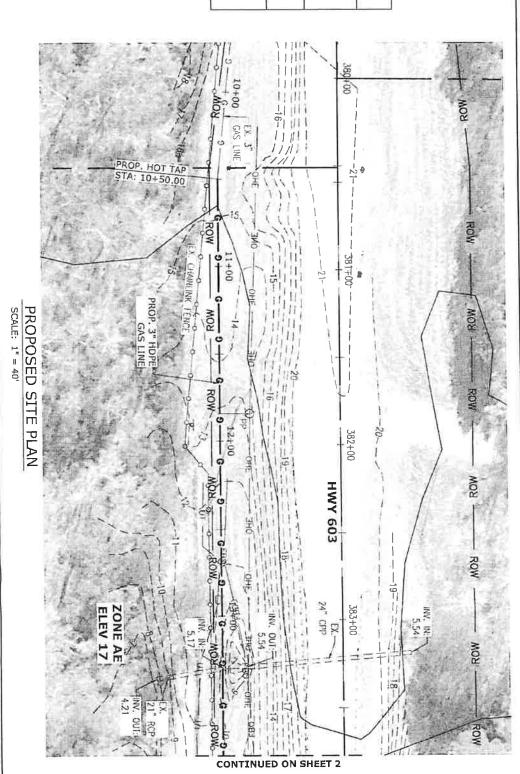
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Sheet No.: 6 of 11

Permit No.: 6-23-23-603-0058

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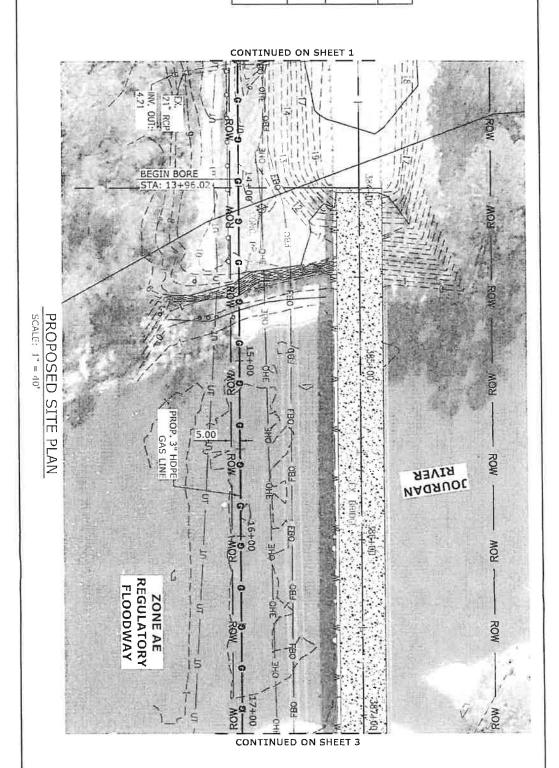
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Sheet No.: 7 of 11

Permit No.: 6-23-23-603-0058

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Supplement to: MND-001 MND-002 MND-004 MND-005 MISSISSIPPI DEPARTMENT OF TRANSPORTATION Rev. 2-93 REVISIONS APPLICANT MDOT Sheet No.: B of 11 DATE DATE 6-23-23-603-0058 Permit No .: _ Show North **CONTINUED ON SHEET 2** END BORE STA: 17+87 J86+00 CONTROL POINT
IRS W/ CAP
N: 323242.63
E: 792502.63
ELEV: 14.53 PROPOSED SCALE: 1" = 40' SITE PROP. HOT TAP STA: 19+05.39 PLAN E09, AMH CHICKASAW RD 390+00 CHICKASAW RD PK NAIL FOUND
N: 323484.66
E: 792415.99
ELEV: 9.63 ZONE GAS. 391+00

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SCALE: V: 1" = 8' H: 1" = ę, Ġ 11.+50 14.01 11.01 12+00 12.92 9.91 PRÓP. 3" HDPE_ GAS LINE 12+50 11.66 8.66 GROUND ELEVATION 13+00 10.42 7,40 13+50 9.81 6.73

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

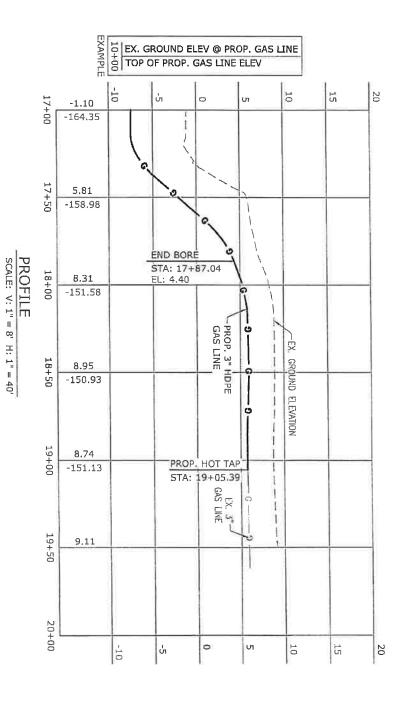
Supplement to: MND-001 MND-002 MND-004

Sheet No.: 11 of 11

Permit No.: 6-23-23-603-0058

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MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to: MND-001 MND-002 MND-004

Sheet No.: 1 of	7	
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Permit No.: 6-23-23-603-0058

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"AS A CONDITION FOR THE PPROVAL OF THIS PERMIT APPLICATION ALL OF THE FOLLOWING NOTES APPLY"

Attachment 'A Encasements

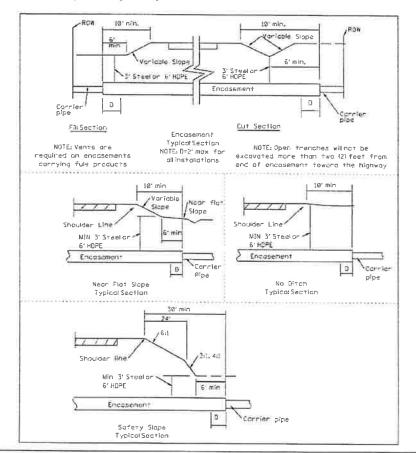
Product Bore Hole Diameter

To minimize potential damage from solidisplacement/settlement by limiting the notic of the bore hole to the production size, the size of the back reamer bit or pilot bit, if no back reamer is required, will be limited relative to the product diameter to be installed as follows:

Maximum Pilot or Back-Reamer Bit D	iometer When Rotating 360 Degrees
Outside Pipe Diametor (Inches)	Maximum Bit Diameter (Inches)
24	4*
3*	6*
4" to 8"	Diameter → 4°
8° to 24°	1.5 x Diometer
Greater than 24°	Digmeter + 12"

Should the contractor wish to use any size negmer outside the guidelines listed above, a request must first be submitted in writing and approved by the District Engineer.

Any polyethylane gas pipeline that is permitted to be installed under the highway roadway must be encased and vented. All fuel carrier pipe which is required to be encased or on which encasements are used will be vented. Vents will be placed on the right-of-way line or not more than one foot inside the right-of-way and the top of the vent wielde located three feet above the ground line as a minimum, On Interstate crossing, the ancasements will extend two feet minimum post the right-of-way lines.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to: MND-001 MND-002 MND-004

Sheet No.:_	2	_ of _	7
Permit No.:	6-23-	-23-6	03-0058

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WORKER VISIBILITY

Code of FederalRegulations CFR 23 Part 634 finalrule adopted November 24, 2008 became effective November 24, 2008. This rule requires that "All workers within the right-of-way of a Federal-aid highway who are exposed either to traffic (vehicles using the highway for purposes of travel) or to construction equipment within the work area shall wear high-visibility safety apparel". High-visibility safety apparel is defined in CFR as "personnel protective safety cothing that is intended to provide conspicuity during both daytime and nightime usage, and that meets the Performance Class 2 or 3 requirements of the ANSI/ISEA 107-2004 publication entitled American National Standard for High-Visibility Safety Apparel and Head wear." All workers on Mississippi State Highway right-of-way SHALL comply with this FederalRegulation.

The applicant accepts the responsibility of the safety of the traveling public and his/her workers and agrees to furnish, place and maintain traffic control devices, of required, in accordance with Part 6 of the Manualün Uniform Traffic Control Devices For Streets and Highways (MUTCD), Current Edition as a minimum. The applicant shall attache a special traffic control plan to the application if special traffic control details are required.

HISTORICAL ARTIFACTS

Upon the discovery of any historical artifacts within state highway rights-of-way, the applicant will stop all work in and around the adjacent area, immediately, and notify MDOT for approval to continue before any further work may proceed.

CENERAL

A COPY OF THE APPROVED PERMIT IS TO BE KEPT AT THE WORK SITE AT ALL TIMES DURING CONSTRUCTION.

APPLICANT IS TO READ AND COMPLY WITH ALL REQUIREMENTS STATED IN THIS PERMITS

UNDERGROUND CROSSINGS AND PARALLEL LINES SHALL HAVE A MINIMUM OF 3 FEET OF COVER (6 FEET FOR HDPE).

APPLICANT IS TO NOTIFY MDOT @ (621) 544-6511 48 HOURS IN ADVANCE OF ANY BORING OPERATIONS AND WITHIN 48 HOURS UPON THE COMPLETION OF WORK DETAILED WITHIN THIS PERMIT.

ALL UTILITIES MUST BE CONFINED TO THE LAST 5' OF RIGHT-OF-WAY!

ALL LOCAL ROADS SHALL BE ENCASED.

All persons preparing to dig must coll Mississippi 811 on utilize our online E-locate system two days prior to the beginning of any work. Underground facilities while marked using the color code system and then work may proceed.

Mr. Jeff Burks (MD07) (601) 953-4184 shall be contacted to locate MD07 fiber and other ITS lines. 228-382-2394
Mr. Corondo Lazono (128) 953-2602 shall locate MD07 facilities in Jackson, Harrison and Hancock counties.

The Mississippi Department of Transportation, in granting this permit, does not in any way assume the maintenance or upkeep of the facility or proposed improvement(s) herein described. Nor will the Mississippi Department of Transportation be held responsible for any damage, which may be inadvertently done to this facility or proposed improvement(s) regardless of the source or cause of such damage.

MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplement to: MND-001 MND-002 MND-004

	Sheet	No.:	3	of	7	
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Permit No. 6-23-23-603-0058

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AS A CONDITION FOR THE APPROVAL OF THIS PERMIT APPLICATION ALL OF THE FOLLOWING MOTES APPLY

NOTE:

- The Mississippi Department of Transportation, in granting this permit, does not in any way assume the maintenance or upkeep of the facility or proposed improvement herein described in this permit. Nor will the Mississippi Department of Transportation be held responsible for any damage which may be inadvertently done to this facility or proposed improvement regardless of the source or cause of such damage.
- A duly authorized representative of the utility company shall certify in writing that all work has been done as per the approved permit. This certification shall be submitted immediately upon the completion the work.
- 3. MDOT reserves the right to require the permittee to expose a facility as needed for inspection. Noncompliance with the approved permit small require the utility company to remove the newly installed line and replace it in the permitted location. All cost associated with the relocation of the noncompliant facility sahlibe soley at the permittee's expense.
- 4. Permit requirements for service lines (providing service to residences and/or businesses) shall continue as per current MDOT rule with the exception that these permits shall include the location and depth of of the service line in relation to the highway and right of way. In addition, the permittee shall supply a certification letter to MDOT stating that the service line was installed as per the permit. Also, any service road crossing shall be potholed in each ditch in out section and 6' beyond the foe of the slope in fill section.
- 5. Above ground appurtenances, including but not limited to those described herein, and areas around the appurtenances that would affect routine right of way maintenance operations shall be maintained by the utility company so that they are clearly visible. In the event that damage occurs to an appurtenance due to lack of mainetnance on the part of the utility company, the utility company shall bear altresponsibility for such damage.
- 6. Bonds may be held for up to six (6) months from the date thatdlwork has been certified as complete. It is the applicant's responsibility to request a release of the bond.
- 7. Any facility or proposed improvements tant are placed on the Mississippi Department of Transportation Right-of-Way that protrude above ground level will require a permanent marker, such as or similar to the Hydrant Marker below.



MISSISSIPPI DEPARTMENT OF TRANSPORTATION

Supplementto; MND-001 MND-002 MND-004

Sheet No.:	4 of	7
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Permit No.: 6-23-23-603-0058

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MAS A CONDITION FOR THE PPROVAL OF THIS PERMIT APPLICATION ALL OF THE FOLLOWING NOTES APPLY

GENERAL EROSION CONTROL NOTES:

- Erosian controls shallbe placed and maintained using Best Management Practices (BMP's) as outlined in the Mississippi Department of Environmental Quality's "Handbook for Erosian Control Sediment Control and Stormwater Management on Construction Sites and Urban Areas, Current Edition".
- 24 Alterosion controls shall be installed in accordance the current MDOT Standard Drowings.
- Temporary Erosion and Sediment Controls shallbe installed prior to the start
 of any work. If required to the BMP's temporarily due to construction
 activities, the BMP's shallbe reinstalled immediately once those activities are
 completed on at the end of the work day (WHICHEVER COMES FIRST).
- 4. Permittee is responsible for maintaining enosion controls throughout the duration of the project. MDOT wikhove the authority to suspend allwork and/or withhold future permits for failure of the contractor to maintain proper maintenance of the Erosian Control BMP's.
- 5. All equipment repair and maintenance shallbe performed off site.
- Receptacies shall be provided to properly dispose of all trash and waste. All
 Construction debris shall be picked up at the end of each day and shall be
 removed completely from the site at the end of the project.
- 7. Accumulated sediment smallbe removed from BMP's when it reaches 1/2 the neight of the control. The sediment shallbe properly disposed of so as not to cause sedimentation in another location.
- 8. The permittee is responsible for the removal of sediment that migrates into the storm drainage system.
- 9. The permittee is responsible for the removal of any sediment or construction debris that is tracked onto adjacent paved areas. Adjacent streets shall be kept clean throughout construction and shall be cleaned with a street sweeper or similar technique immediately upon discovery of sediment. Washing down the street or other paved area is NOT an acceptable form of cleaning.
- 10. Natural vegetation shall be maintained and protected wherever possible.
- Temporary or permanent vegetation practices shallbe implemented within seven (7) calendar days when a disturbed area will be left unworked for thirty (30) days or more.
- 12. Temporary erosion and sediment controls shall not be removed until permanent erosion controls (grass, landscaping, etc.) are established on all disturbed areas. Construction without considered complete until all temporary erosion controls are removed and permanent erosion control measures are effectively established.

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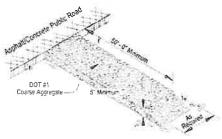
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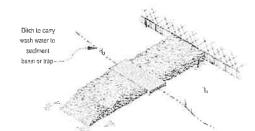


"As a condition for the approval of this application, all the following notes apply."

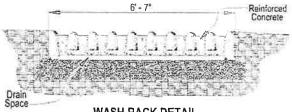
TEMPORARY CONSTRUCTION **ENTRANCE**



GRAVEL CONSTRUCTION ENTRANCE



GRAVEL CONSTRUCTION ENTRANCE W / WASH RACK



WASH RACK DETAIL

Note: Keep the roadway clean from mud and debris at all times. Sweep the roadway daily to remove dirt and stones.

Source: Mississippi's Planning and Design Manual for Control of Erosion, Sediment and Stormwater

Supplement to: MND-001 MND-002 MND-004 MND-005 MISSISSIPPI DEPARTMENT OF TRANSPORTATION Rev. 2-93 REVISIONS Sheet No.: 7 of_ APPLICANT MDOT DATE ΒY DATE 6-23-23-603-0058 BY Permit No.: Show North *AS A CONDITION FOR THE PPROVAL OF THIS PERMIT APPLICATION ALL OF THE FOLLOWING NOTES APPLY Andrea MISSISSIPPI DEPARTMENT OF THANSMENTATION TRAFFIC CONTROL DETAILS DRUM PLACEMENT AND SHOULDER CLOSURE LOUGH THAT HE WIND A LOW STANCE OF STANCE WERE WINDOWN THE SECT A SHOWN FREMEND AND A THE WELLING TOWN THE METURE OF THE SECTION OF THE SECTI LOCATE FOR THE CONTROL OF STANDARD WITH THE WORLD WITH A SELECTION OF STANDARD WITH THE WAS INVESTED AS A SECOND OF STANDARD WITH THE WAS for the continue, now offs or affe that the little of the little of the little of the little of the posts of the little of the li As year that had against the artification of the edge, about the operage in particular of first in the first of the artification of the definition of the definition of the artificial order of the definition are very regions are very regions are very the first of the artificial order. For each very regions are very regions are very the construction of the artificial order of the definition of the artificial order of the artificial order of the artificial order of the very region of the artificial order ord ALL EXTERN AN ANIMARY, NAVA WOOL SECRETARING MAN BE EXCERCISE OF ADMINISTRAL COOK STREET Second Models DETAIL OF ORUGA PLACEMENT AT PAVEMENT EDUE DROP-OFF FRANKAR BERENGA PROVIDE SAN ENTRAL STREETS WALLEGA. SAL ENTRAL SECTIONS: 1 (1990) 12 (1992) MARCA 1 (1993) MARCA 1 (1994) MARCA 1 (1 2-07 mes . M. A. Hashalad (per per or f rather start 1627.01 DE LE SELECTION DE LE CONTROL of Children that we will refer to a first the second of th than into properties the properties of the well-underly was to the control of the IYPICAL SHOWING WORK #2 TYPICAL SHIDJURER WOHK #1 TYPICAL SUDJIFPER GLOSSISTE PLASTIC SHITE TO ANY STATE

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Post Office Box 2795 Bay St. Louis, MS 39521

Phone (228) 467-2770 Fax (228) 467-2720

compton@comptonengineering.com

LETTER OF TRANSMITTAL

PROJECT: City of Wave

City of Waveland – MDOT Permit Jourdan River Hwy 603 Gas Main

Crossing

TO:			. 1 2 2		DATE:	January 1	3, 2023	
	Brian Far MDOT 401 N. W Jackson, I				CE PROJ	ECT NUMBER:	222-03.	3.004
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					By: <u>Da</u>	wn Malley		
		RECE	IVED BY:	The same and the s	and the second			
		Name			Date			

If attachments are not as noted, please advise at once.

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This transmittal is confidential and is intended solely for the use of the recipient (the part to whom it is addressed). This message may contain material protected by the attorney-client privilege. If you are not the intended recipient, be advised that you have received this transmittal in error and that any use, dissemination, forwarding, printing, or copying of this transmittal is suricily prohibited.

PAYMENT BOND

Brookhaven, MS 39602

United States Fire Insurance Company Wilmington, DE 19801

Bond No.: 602-201079-9	
CONTRACTOR: (Name, legal status and address) Abercrombie Underground Solutions, LLC 304 N. 2nd Street Lumberton, MS 39455 OWNER:	SURETY: (Name, legal status and principal place of business) United States Fire Insurance Company 1409 Orange Street Wilmington, DE 19801
(Name, legal status and address) City of Waveland	
301 Coleman Avenue Waveland, MS 39576 CONSTRUCTION CONTRACT Date: Amount: \$100,000.00 Description: (Name and location) Project: Jourdan River Hwy 603 Gas Main Crossing Repair	
BOND Date: June 30, 2023 (Not earlier than Construction Contract Date) Amount: \$100,000.00 Modifications to this Bond: x None	See Section 18
CONTRACTOR AS PRINCIPAL Company: (Corporate Seal) Abercrombie Underground Solutions LLC Signature: Name and Title: (Any additional signatures appear on the last page of this in the contraction of the last page of this in the contraction of the last page of this in the contraction of the last page of this in the contraction of the last page of this in the contraction of the last page of this in the contraction of the last page of this in the contraction of the last page of this in the contraction of the last page of the last page of the contraction of the last page of the last page of the contraction of the last page of the last page of the last page of the last page of	SURETY Company: (Corporate Seal) United States Five Insurance Company Signature: Name and Title: Sushua R. Smith, Attorney-in-Fact Payment Bond.)
(FOR INFORMATION ONLY — Name, address and teleph AGENT or BROKER: Joshua R. Smith P. O. Box 910	hone) OWNER'S REPRESENTATIVE: (Architect, Engineer or other party:)

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
- § 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment

furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.
- § 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.
- § 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:
- § 5.1 Claimants, who do not have a direct contract with the Contractor,
 - 1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - .2 have sent a Claim to the Surety (at the address described in Section 13).
- § 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).
- § 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.
- § 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
- § 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
- § 7.2 Pay or arrange for payment of any undisputed amounts.
- § 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
- § 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
- § 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
- § 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.
- § 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

- § 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
- § 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
- § 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- § 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

- § 16.1 Claim. A written statement by the Claimant including at a minimum:
 - .1 the name of the Claimant;
 - .2 the name of the person for whom the labor was done, or materials or equipment furnished;
 - .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
 - .4 a brief description of the labor, materials or equipment furnished;
 - .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
 - .7 the total amount of previous payments received by the Claimant; and
 - .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.
- § 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.
- § 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- § 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional addi	tional signatures of add	led parties, other than those appea	ring on the cover page.)
CONTRACTOR AS PRINCIPAL Company:	(Corporate Seal)	SURETY Company:	(Corporate Seal)
Signature: Name and Title: Address:		Signature: Name and Title: Address:	

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0708722

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Joshua R. Smith, Michael E. Smith, James Terry Pendley

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver. Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 My Commission Expires 4772025

Melissa & D'dassio

Melissa H. D'Alessio

(Notary Public)

I. the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30th day of June 2023

UNITED STATES FIRE INSURANCE COMPANY



Alfred N. Wright, Senior Vice President

PERFORMANCE BOND

United States Fire Insurance Company Wilmington, DE 19801

Bond No.: 602-201079-9	
CONTRACTOR: (Name, legal status and address) Abercrombie Underground Solutions, LLC 304 N. 2nd Street Lumberton, MS 39455 OWNER: (Name, legal status and address) City of Waveland 301 Coleman Avenue Waveland, MS 39576 CONSTRUCTION CONTRACT Date: Amount: \$100,000.00 Description: (Name and location) Project: Jourdan River Hwy 603 Gas Main Crossing Repair	SURETY: (Name, legal status and principal place of business) United States Fire Insurance Company 1409 Orange Street Wilmington, DE 19801
BOND Date: June 30, 2023 (Not earlier than Construction Contract Date) Amount: \$100,000.00	
Modifications to this Bond: X None CONTRACTOR AS PRINCIPAL Company: (Corporate Seal) Abercrombie Underground Solutions, LLC Signature: Name and Title:	Sure Section 16 SURETY Company: (Corporate Seal) United States Fire Insurance Company Signature: Name and Titles Joshua R. Smith, Attorney-in-Fact
(Any additional signatures appear on the last page of this Period (FOR INFORMATION ONLY — Name, address and telephonagent or BROKER: Joshua R. Smith P. O. Box 910 Brookhaven, MS 39602	,

- § 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
- § 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.
- § 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after
 - .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the

The Company executing this bond vouches that this document conforms to American Institute of Architects Document A312, 2010 edition

Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
- § 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
- § 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
- § 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
- § 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
- § 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
- § 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- § 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.
- § 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for
 - .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
 - .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- § 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.
- § 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.
- § 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.
- § 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails

to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

- § 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.
- § 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

- § 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- § 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- § 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- § 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- § 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.
- § 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below f	for additional signatures of add	led parties, other than those appearing o	on the cover page.)
CONTRACTOR AS PRINCIP	PAL	SURETY	
Company:	(Corporate Seal)	Company:	(Corporate Seal,
01		United States Fire Insurance Company	V &
Signature:	11	Signature:	Sw =
Name and Title:	5	Name and Title:	
Address:		Address:	

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

0708722

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Joshua R. Smith, Michael E. Smith, James Terry Pendley

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2023.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part;

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by fucsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Compretion.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

march 1

Matthew E. Lubin, President

State of New Jersey)
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 50125833 kly Commission Expires 4772025

Melissa & D'dussio

Melissa H. D'Alessio

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 30th day of June 2023

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President



Agenda Regular Meeting of The Board of Mayor & Aldermen Wednesday, July 19, 2023 6:30 pm.

7. **BOARD BUSINESS:**

d. Motion to approve Resolution of Mayor and Board of Aldermen authorizing and approving submission of a funding request for FY2024 MDA Gulf Coast Restoration Fund to make improvements to the Kiln Waveland Cut Off Road and commit matching funds to such project.

RESOLUTION OF MAYOR AND BOARD OF ALDERMAN OF THE CITY OF WAVELAND, MISSISSIPPI AUTHORIZING AND APPROVING THE SUBMISSION OF A FUNDING REQUEST FOR FY2024 MDA GULF COAST RESTORATION FUND TOMAKE IMPROVEMENTS KILN WAVELAND CUT OFF ROAD AND COMMIT MATCHING FUNDS TO SUCH PROJECT

WHEREAS, the Kiln Waveland Cut Off Safety Improvements Project will promote economic development and safety improvements in the area and access corridor for all visitors and citizens of the City of Waveland; and

WHEREAS, the City of Waveland will make safety and drainage improvements to include striping, signage, street flooding remediation, utility adjustments, paving, and more; and

WHEREAS, the City requests that the Mayor, or his designee, submit a funding request and application for FY 2024 MDA Gulf Coast Restoration Funds to fund the Bayou Lacroix Waterfront Improvements Phase II as described above; and

WHEREAS, the City estimates that the cost of the improvements are two million dollars (\$2,000.000.00); and

NOW THEREFORE, BE IT RESOLVED THAT:

- 1. The Mayor and Board of Alderman find that improvements are an asset to the City of Waveland to promote economic development and safety within the City limits and better the lives of residents and tourists.
- 2. The Board of Alderman authorizes the Mayor, or his designee, submit an application for FY 2024 MDA Gulf Coast Restoration Funds to fund Kiln Waveland Cut Off Road Improvements as described within this Resolution.
- 3. The City Council hereby commits to obligating any legally available funds to meet the twenty percent (20%) match requirement if awarded a FY 2024 MDA Gulf Coast Restoration Fund.

After being reduced to writing, the foregoing Resolution was read and considered, section by section, and then as a whole, when where upon Council Member ______ moved for its adoption, and after a second by Council Member ______, the following roll call vote was had:

Alderman Rhonda Gamble

YEA / NAY

Alderman Bobby Richardson

YEA / NAY

Alderman Shane Lafontaine

YEA / NAY

Alderman Jeremy Clark

YEA / NAY

Passed by t	he Board	of Alderman	of the	City of	Waveland on the	day	of July,	2023
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CERTIFICATION

I, Lisa Planchard, City Clerk for the City of Waveland, Mis	ssissippi, do hereby certify that the
foregoing Resolution was approved and adopted in the public meeting	g of the Board of Alderman held on
, 2023 a quorum being present, in the Board of Alde	erman Conference Chambers and to
be recorded in the Minutes Books, and said Board being duly elected, q	qualified, and acting governing body
of Waveland.	
Presented by me to the Mayor on this, the day of	, 2023
	Lisa Planchard, City Clerk
Approved/Disapproved and signed by me on the day of	, 2023.
	Jay Trapani, Mayor

Agenda Regular Meeting of The Board of Mayor & Aldermen Wednesday, July 19, 2023 6:30 pm.

7. BOARD BUSINESS:

e. Motion to consider an Ordinance for the prohibition of the use and sale of KRATOM.

Agenda Regular Meeting of The Board of Mayor & Aldermen Wednesday, July 19, 2023 6:30 pm.

7. BOARD BUSINESS:

f. Motion to approve sponsorship (full page advertisement) in the Game Day Program with the Bay High School Touchdown Club in the amount of \$125.00.



Bay High Touchdown Club



Specially	Shousousinhs						
Coach Turcotte (228)344-8010 must be o	contacted directly for these as previous specialty						
sponsors have the right of first refusal. New sponsors are first come first served.							
Your Programmer Sales of Control	BENEFITS PER PECAL CON Lese e uts pecal con pay legame i legame						
	d Down defense, FG/PATs, TDs, Loud						
Crowd							
Game Day Program Specialty P	<u>ages</u>						
BACK COVER	\$225.00 (FULL COLOR) SOLD OUT						
FRONT INSIDE COVER	\$200.00 (FULL COLOR) SOLD OUT						
BACK INSIDE COVER	\$175.00 (FULL COLOR)						
ROSTER PAGE	\$150.00 (BLACK & WHITE) SOLD OUT						
<u>Regular Business Sponsorships</u>							
BLUE SPONSOR-NEW FIELD SIGN \$300.00 *renewable for \$200 50LD OUT							
I am renewing my 2022 field sign for \$200							
Game Day Program Regular Pages							
FULL PAGE COLOR	\$150.00 (FULL COLOR)*						
FULL PAGE	\$125.00						
HALF PAGE	\$75.00						
QUARTER PAGE	\$50.00						
1/8 PAGE/BUSINESS CARD	\$25.00						
Business Name							
Contact #							
Ad attached							
Will email design							
DEADLINE: Friday, Augu	st 4th, 2023						
FOR INFO: Ashley Hebert (228)493-4300							
or Coach Turcotte (228)344-8010	Bay High Touchdown Club						
EMAIL: bayhightdclub@gmail.com	1047 Washington Street						

PayPal: @bayhightdclub Venmo: @bayhightdclub Cash App: \$bayhightdclub Bay St Louis, MS 39520

Lisa Planchard

From:

Bay High TD Club

bayhightdclub@gmail.com>

Sent:

Tuesday, July 11, 2023 7:04 PM

To:

Lisa Planchard

Subject:

Bay High Football Sponsorship

Attachments:

SPONSORS_PROGRAM AD 2023 (1).pdf

Dear Ms Planchard,

Previously, the City of Waveland took out a full page ad in our game day program to support our program. We would appreciate being added to your next agenda in hopes of gaining your continued support. We truly appreciate all who help us provide for our students.

Thank you very much and Go Tigers!

Bay High Touchdown Club

Ashley Hebert Tisha Murphy Havalynn Smith Jeremy Turcotte - Head Coach 1047 Washington St Bay St Louis, MS 39520 Agenda Regular Meeting of The Board of Mayor & Aldermen Wednesday, July 19, 2023 6:30 pm.

7. BOARD BUSINESS:

g. Motion to adopt the 2017 MEMA Regional Hazard Mitigation Plan (required to maintain the City's CRS recertification). Mitigation Plan (over 790 pages) is available for review at Waveland City Hall, City Clerk's office or if possible, we will provide link on website.

*

*

From: Jason Chiniche <jason@jjc-eng.com>
Sent: Thursday, July 13, 2023 6:58 AM

To: Lisa Planchard

Cc: Jay Trapani; Josh Hayes; Ronald Artigues

Subject: Waveland CRS - District 9 Hazard Mitigation Plan Resolution to adopt

Ms. Lisa,

As part of our CRS recertification, we need to adopt the 2017 MEMA Regional Hazard Mitigation Plan. This is worth 50 points.

Can you place this on the agenda for next week for the board to adopt the MEMA Plan?

Thank You,

Jason Chiniche, P.E., C.F.M, M.B.A Principal Engineer



407 HWY 90

Bay St. Louis, MS 39520

228-467-6755

* on website

Agenda
Regular Meeting of
The Board of Mayor & Aldermen
Wednesday, July 19, 2023
6:30 pm.

7. **BOARD BUSINESS:**

h. Motion to revise signatories on the 'Fire Department Restricted Funds' new Peoples checking account which restricts funds from their annual calendar sales. This shall authorize Mayor Jay Trapani, Mayor Pro-Tem Shane Lafontaine and City Clerk Lisa Planchard as signatories on the account.

Agenda Regular Meeting of The Board of Mayor & Aldermen Wednesday, July 19, 2023 6:30 pm.

7. BOARD BUSINESS:

i. Motion to approve SMPDD-TDWDA Worksite Agreement (Contract) and authorize Mayor's signature thereon. Note: These SMPDD workers are between the ages of 18-24 years old. *The previous SMPDD contract recently approved was for workers age 55 and older.

E

SMPDD-TDWDA WORKSITE AGREEMENT General Assurances



- The **WORKSITE** agrees to provide constructive and meaningful work experience for the youth participant as follows and ensures that:

 Ages 18-24
 - 1. Each WORKSITE supervisor shall receive a supervisor orientation led by SMPDD.
 - 2. The participant duties and activities are described in this agreement.
 - 3. The **WORKSITE** shall provide the participant with an orientation to the requirements of the job, work rules, expectations, hours of work, and any other special requirements of the **WORKSITE**.
 - 4. The WORKSITE will provide a sufficient quantity of work/training to fully occupy the participant.
 - 5. The **WORKSITE** shall be committed to mentoring the participant so that the participant will understand the overall importance of the work.
 - 6. The **WORKSITE** will provide all necessary materials, supplies, and equipment for the purpose of completing assigned tasks.
 - 7. The **WORKSITE** will properly supervise participants performing its work and be responsible for its business operations, products, services, and intellectual property.
 - 8. Additionally, the WORKSITE must properly control and safeguard its premises, processes, or systems and not permit participants to operate a vehicle or mobile equipment, or entrust them with unattended premises, cash/ checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments, or other valuables without SMPDD's and SIRIUS Technical Services' express written approval or as strictly required by the job description provided. No changes to participant's job duties are allowed without SMPDD and SIRIUS Technical Services' prior written approval.
 - 9. The **WORKSITE** supervisor will notify **SMPDD** and **SIRIUS** Technical Services immediately of: poor performance and behavior, irregular or lack of attendance, and injury on the job.
 - 10. SIRIUS Technical Services is responsible for workers compensation. In the event of an injury, WORKSITE supervisor is to immediately report the accident to SMPDD and Scott Hotard at scott.hotard@siriustechnical.com (cell 251-234-7161) or Linda Bailey at linda.bailey@siriustechnical.com (phone 251-433-1166 extension 102 during working hours or 251-751-0200 after working hours) with SIRIUS Technical Services.
 - 11. The **WORKSITE** will treat the participant as a regular employee. The worksite supervisor may not dismiss the participant from the program, but may request **SMPDD** remove the participant from the worksite. If a problem occurs, notify **SMPDD** immediately.
 - 12. The **WORKSITE** agrees to provide supervision and instruction to the participant when using equipment and tools necessary to perform the job.
 - 13. Accurate time and attendance records are submitted to **Sirius Technical Services** on a weekly basis. The hours approved by the **WORKSITE** supervisor must only reflect actual hours that the participant worked.
 - 14. The **WORKSITE** will perform evaluations on each participant and submit to **SMPDD** (evaluations provided by **SMPDD**).
 - 15. As the direct supervisor of the participant, the **WORKSITE** Supervisor is responsible for auditing and approving the hours worked by the employee/participant. These hours must be submitted by the participant and approved by the supervisor no later than each Monday for the previous week. Do not share your user name and password that approves timecards for **SIRUS** WebCenter.
 - 16. WORKSITE supervisors must be an employee of WORKSITE, not volunteers.
 - 17. Any questions regarding participant hours worked should be directed to Linda Bailey, Accounting Manager at linda.bailey@siriustechnical.com (phone 251-443-1166 ext 102 or

SMPDD-TDWDA WORKSITE AGREEMENT General Assurances

Brandi Gilmore, Payroll Account Coordinator at brandi.gilmore@siriustechnical.com (phone 251-443-1166 ext. 106) in order to work together with **SMPDD** to ensure participant/employee is paid for the correct hours worked.

- MONITORING: The WORKSITE understands that the SMPDD, Twin Districts Workforce
 Development Area, SIRIUS, or any other such related agencies may monitor the worksite to ensure
 compliance with rules and regulations.
- **EMPLOYEE DISPLACEMENT/ REPLACEMENT**: No participant shall displace (including a partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits) any currently employed employee. In addition, a participant may not replace an unsubsidized employee that has been laid off or terminated.
- WORKERS COMPENSATION: SIRIUS is responsible for job related injuries to the participant and will
 provide insurance through Workers Compensation. The WORKSITE supervisor MUST contact
 SIRIUS and SMPDD immediately upon a workplace injury of a participant.
- HEALTH AND SAFETY: No participant will be permitted to work or train in buildings or surroundings
 under working conditions that are unsanitary, hazardous, or dangerous to the participant's health or
 safety. Participants must be provided with a safe work site and appropriate information/training
 and safety equipment with respect to any hazardous substances or conditions to which they may be
 exposed at the work site.
- The WORKSITE agrees to maintain a drug free workplace and compliance with OSHA.
- The WORKSITE agrees to compliance with Child Labor Laws and age laws of the Fair Labor Standards Act (FLSA).
- **INAPPROPRIATE ACTIVITIES**: No participant will be placed in unapproved activities. If participants are found to be placed in unapproved activities, the participant will be immediately removed from the worksite. The **WORKSITE** will assume full responsibility and liability for the participant placed in the unapproved activity.
- No participant will be allowed to work on construction sites, swimming pool, aquarium, zoo, places of religious worship, welding jobs, or on the water.
- Participants are prohibited from direct supervision of minors.
- **NEPOTISM**: No participant may be placed in a work experience activity where an immediate family member is the supervisor.
- **DISCLOSURE OF CONFIDENTIAL INFORMATION:** The **WORKSITE** agrees to maintain the confidentiality of any information regarding the participants, which may be obtained through application forms, interview, tests, **SMPDD**, **SIRIUS Technical Services**, or any other source.

SMPDD-TDWDA WORKSITE AGREEMENT General Assurances

- **EQUAL OPPORTUNITY**: The Worksite agrees not to discriminate against any participant because of age, sex, race, creed, color, religion, political belief or affiliation, sex, national origin, or disability.
- The **WORKSITE** agrees to comply with the rules and regulations of the Workforce Innovation and Opportunity Act, The Twin Districts Workforce Development Area, **SMPDD** and **SIRIUS**.
- **TERMINATION OF WORKSITE AGREEMENT**: The worksite agreement may be terminated conjointly by **SMPDD** and **SIRIUS** when, for any reason, it is determined that such termination is in the best interest of the program. Termination may also occur when it has been determined that the **WORKSITE** has failed to provide any of the training specified or failed to comply with any of the provisions contained in the **WORKSITE AGREEMENT**.
- **CONFLICT OF INTEREST:** This agreement is subject to the Twin Districts Workforce Development Area Conflict of Interest Policy which states that any representative of an entity that has oversight of TDWDA funds shall not enter into a contract or agreement involving the said funds. This prohibition applies to all private sector individuals and entities, regardless of whether the individual or entity is operating a not for profit business, who serves on a TDWDA board or committee. The prohibition does not extend to representatives of public entities or the public sector.
- SMPDD and SIRIUS will have the right to visit the worksite for observation and monitoring.
- **SMPDD** and **SIRIUS** will provide the **WORKSITE** with instructions, procedures, and forms necessary for program operation.

WORKSITE AUTHORIZED SIGNATURE:	
JOB TITLE:	
DATE:	
APPROVED BY:	
DATE:	
DATE:	

Agenda Regular Meeting of The Board of Mayor & Aldermen Wednesday, July 19, 2023 6:30 pm.

PLANNING & ZONING

Further Discuss the following P&Z issue acted upon by the Board of Mayor and Aldermen at their Regular Meeting of 7/5/23, as follows:

Alderman Lafontaine moved, seconded by Alderman Clark to approve a 5 ft. setback on the back property line and a 10' setback on the side property line; (shed is to be placed 5' from the rear property line and 10' from the side property line).

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None Absent: None

Initial Request on the 7/5/23 Board Agenda

a. Kirk Massey, owner of the property commonly known as 813 Sixth St, parcel #161C-0-01-005.000, has made an application for a variance from the required rear property line and the right-side property line. The variance request is for 5' from the required side yard setback of 10' and for 10' from the required rear yard setback of 15'. This would make his right-side yard and rear yard setbacks 5' from each property line.

Chairman Frater then called for a motion. Commissioner Whitney made a motion to approve the variance request to be 5' from the left side-yard and rear property lines. Commissioner Coatney seconded the motion.

After a unanimous vote of yes by all Commissioners present, Chairman Frater declared the motion passed and that the application meets all of the criteria set forth by section 906.1 of the Zoning Ordinance #349.

Item #2

Kirk Massey 813 Sixth St.

Variance Request

5' from the required side yard setback 10' from the required rear yard setback

MINUTES WAVELAND PLANNING & ZONING COMMISSION REGULAR MEETING JUNE 19, 2023

A regular meeting of the Waveland Planning & Zoning Commission was held at 6:00 pm on Monday, June 19, 2023 at Waveland City Hall in the Board Room located at 301 Coleman Ave, Waveland, MS 39576.

Chairman Bryan Frater called the meeting to order at 6:00pm. Present at the meeting were Chairman Bryan Frater, Commissioners Barbara Coatney, Chad Whitney and Matt Touart. Also present was Zoning Official, Jeanne Conrad and Building Official, Josh Hayes. City Attorney, Ronnie Artigues Jr. was not present.

Kirk Massey, owner of the property commonly known as 813 Sixth St, parcel #161C-0-01-005.000, has made an application for a variance from the required rear property line and the right side property line. The variance request is for 5' from the required side yard setback of 10' and for 10' from the required rear yard setback of 15'. This would make his right side yard and rear yard setbacks 5' from each property line.

Lori Massey came forward to explain that she and her husband are wanting to tear down their current shed which is old and dilapidated and replace it. The need for the variance is to place the shed closer to the property lines to get the structure out of the middle of the back yard.

Commissioner Whitney asked Josh Hayes about fire code with having a structure 5' away from any property line. Josh Hayes said that with 5' on each side of the property line, that is sufficient space per fire code.

Chairman Frater then called for any other comments from the audience. No one came forward.

Chairman Frater then called for a motion. Commissioner Whitney made a motion to approve the variance request to be 5' from the left side-yard and rear property lines. Commissioner Coatney seconded the motion.

After a unanimous vote of yes by all Commissioners present, Chairman Frater declared the motion passed and that the application meets all of the criteria set forth by section 906.1 of the Zoning Ordinance #349.

Rene Landaverde, owner of the property commonly known as 301 Singleton St, parcel #162H-0-03-106.000, has made an application for a conditional use in order to place an accessory structure before the primary structure. This will be a garage used for the storage of work equipment.

Mr. Landaverde came forward to explain his request. He stated that he is trying to get the property cleaned up but he lives in New Orleans and is currently building a dwelling in Abita Springs. Once the house in Abita Springs is complete, he plans on building on this property. The accessory structure will be to store his grass cutting and maintenance equipment for clearing the lot.

Chairman Frater called for anyone in the audience to come forward. Mr. Clarence Harris of 602 Amar St. came forward and stated that he and a few neighbors that he is speaking for are against the request

After all discussions between the applicant, the Commissioners, and Josh Hayes, the applicant decided to withdraw his request. He will get his permit for a primary dwelling and the submit for the accessory structure after the building permit is issued.

Chairman Frater made a comment explaining the process for recommended amendments to the Board of Mayor and Aldermen. He stated that the Commission will hold workshops to discuss changes to be made but there would be no motions. Once all changes are made and written into a new updated Zoning Ordinance, then they will make a motion to adopt the new ordinance to the Board of Mayor and Aldermen.

Chairman Frater then called for any additional comments from the Commissioners or anyone left in the audience. No one came forward for comments.

Chairman Frater called for a motion to adjourn the meeting. Commissioner Touart made the motion, seconded by Commissioner Coatney to adjourn the meeting.

After a unanimous vote of yes by all Commissioners present, Chairman Frater declared the motion passed and the meeting adjourned at 6:28 pm.

Respectfully submitted, Jeanne Willie, Zoning Official

Article VII Area, Yard, and Height Requirements

The area, yard and height requirements for each district shall be the same and are hereby fixed and established as hereinafter set forth in this Article.

Section 701. Area, Yard and Height Requirements for R-1 Single Family Residential District

The following area, yard and height requirements shall apply to all structures in this zoning district:

701.1 Minimum Lot Area

12,000 square feet

701.2 Minimum Lot Width

100 feet

701.3 Minimum Front Yard

25 feet except as required in Section 720.

701.4 Minimum Side Yard

15 feet except as required in Section 720.

701.5 Minimum Rear Yard

25 feet except as required in Section 720.

701.6 Maximum Lot Coverage 45%

701.7 Maximum Building Height 35 feet, except that all specified building heights may be exceeded by the difference between the actual lot elevations and the base flood elevations required by the applicable Federal Emergency Management Agency (FEMA) Digital Flood Insurance rate Maps (DFIRMS), provided that all buildings in the Special Flood Hazard Areas (SFHA) shall be constructed in accordance with current Flood Damage Prevention Ordinance of the City of Waveland.

And, all buildings that exceed thirty-five (35) feet in height shall be protected by an automatic sprinkler system, installed in accordance with applicable codes and standards adopted by the City of Waveland Building Official.

701.8 Accessory Building

- A. The size of an accessory building shall be limited to a one story building not larger than 500 square feet in area.
- B. Accessory Building Disposition
 - 1. Shall not exceed fifteen (15) feet in height in residential zones.
 - 2. Shall occupy no part of the front yard or required side yard of a residential lot, except a garage or accessory building may occupy five (5) feet of the required side and ten (10) feet of the required rear yard dimension if the garage or accessory building is to be not less than twelve (12) feet from a principal structure. In no instance is a structure to be located closer than five (5) feet to any property line.

- 3. May occupy one-half (1/2) the dimension of the required side yard if the garage is to be not less than twelve (12) feet from a principal structure.
- 4. Where applicable, the requirements of Section 720 shall apply.

Section 702. Area, Yard and Height Requirements for R-2 Single and Two-Family Residential District.

The following area, yard and height requirements shall apply to all structures in this zoning district:

702.1 Minimum Lot Area

Single-family unit

12,000 square feet

Two-family unit

8,500 square feet for each

dwelling unit.

702.2 Minimum Lot Width

100 feet

702.3 Minimum Front Yard

25 feet

702.4 Minimum Side Yard

15 feet

702.5 Minimum Rear Yard

20 feet

702.6 Maximum Lot Coverage

45%

702.7 Maximum Building Height 35 feet, except that all specified building heights may be exceeded by the difference between the actual lot elevations and the base flood elevations required by the applicable Federal Emergency Management Agency (FEMA) Digital Flood Insurance rate Maps (DFIRMS), provided that all buildings in the Special Flood Hazard Areas (SFHA) shall be constructed in accordance with current Flood Damage Prevention Ordinance of the City of Waveland.

And, all buildings that exceed thirty-five (35) feet in height shall be protected by an automatic sprinkler system, installed in accordance with applicable codes and standards adopted by the City of Waveland Building Official.

702.8 Accessory Building

- A. The size of an accessory building shall be limited to a one story building not larger than 500 square feet in area.
- B. Accessory Building Disposition
 - 1. Shall not exceed fifteen (15) feet in height in residential zones.
 - 2. Shall occupy no part of the front yard or required side yard of a residential lot, except a garage or accessory building may occupy five (5) feet of the required side and ten (10) feet of the required rear yard dimension if the garage or accessory building is to be not less than twelve (12) feet from a principal structure. In no instance



Building/Zoning Department 301 Coleman Avenue Waveland, MS 39576 (228)466-2549 (228)467-5177 FAX

Application for Variance

Section 904. Applying for a Variance

To apply for a variance from the terms of the Zoning Ordinance, the applicant must submit the following:

- 1. Letter stating what is being requested and what type of development is proposed.
- Two (2) copies of plot plan detailing existing structure, proposed development and encroachment, dimensions
 of property, location of all streets bordering property.
- 3. A fee of Seventy-five (\$75.00) Dollars, payable in advance to help defray the expense of advertising and processing.

Please remember that the Planning and Zoning Commission is a recommending body. The case will go the Board of Alderman at their next regularly scheduled meeting for final action on the variance request.

Name of Applicant: KIRK MASSEY	Date of Application: $\frac{5/5/23}{}$
Phone#: 228-282-348	
Property Physical Address or Parcel #: 813 SIXTH STO	REET WAVELAND, MS
Current Zoning District: R-1 Flood Zone:	39576
Mailing Address (if different): 13400 PULPWOOD	ROAD 0,5, MS, 39565
Mailing Address (if different): 13400 PULPWOOD Proposed Variance: 5 Feet FROM REAR PR	COPERTY LINE.
5 FEET FROM WEST SIDE PROPE	RTY LINE

Please review the items below regarding what the Planning and Zoning Commission will consider, and if applicable address any of the items in your letter.

Section 906. Power and Duties of the Planning and Zoning Commission

The Planning and Zoning Commission shall have the following powers and duties:

- 906.1 To recommend in special cases such variances from the terms of this Zoning Ordinance as will not be contrary to public interest where, owing to the special conditions, a literal enforcement of the provisions of this Ordinance would result in unnecessary hardship. A variance from the terms of this Zoning Ordinance shall not be recommended by the Planning and Zoning Commission unless and until:
- A. A written application for a variance is submitted demonstrating:
 - 1. That special conditions and circumstances exist which are peculiar to the land, structure, or building involved and which are not applicable to other lands, structures or buildings in the same district.

- 2. That literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other properties in the same district under the terms of this Zoning Ordinance.
- 3. That special conditions and circumstances do not result from the actions of the applicant.
- 4. That granting the variance requested will not confer on the applicant any special privilege that is denied by this Zoning Ordinance to other lands, structures, or buildings in the same district.
- B. A public hearing shall be held after giving at least fifteen (15) days notice of the hearings in an official newspaper specifying the time and place for said hearing.
- C. The Planning and Zoning Commission may find in specific cases such variances from the terms of this Zoning Ordinance may not be contrary to the public interest where, owing to special conditions, literal enforcement of the provisions of this Zoning Ordinance will, in an individual case, result in unnecessary hardship, so that the spirit of this Zoning Ordinance shall be observed, public safety and welfare secured, and substantial justice done. Such variances may be recommended in such case of unnecessary hardship upon a finding by the Planning and Zoning Commission that all of the following conditions exist:
 - 1. There are extraordinary and exceptional conditions pertaining to the particular piece of property in question because of its size, shape or topography that are not applicable to other lands or structures in the same district.
 - 2. A literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located.
 - 3. Granting the variance requested will not confer upon the applicant any special privileges that are denied to other residents of the district in which the property is located.
 - 4. The requested variance will be in harmony with the purpose and intent of this Zoning Ordinance and will not be injurious to the neighborhood or to the general welfare.
 - 5. The special circumstances are not the result of the actions of the applicant.
 - The existence of a non-conforming use of neighboring land, buildings or structures in the same district, or nonconforming uses in other districts shall not constitute a reason for the requested variance.
 - 7. The variance requested is the minimum variance that will make possible the legal use of the land, building or structure.
 - 8. The variance is not a request to permit a use of land, building or structures which are not permitted by right or by conditional use in the district involved.
 - 9. Notice of public hearing shall be given as in section 906.1.B.

The Fee for a Variance Application is \$75.00 and is non-refundable regardless of approval or denial.			
Applicant Signature: Kill Massy	Date: 5/5/23		
Zoning Official Sign-Off: Jeanne M. Willie	Date: 5.26.23		
	\ <u></u>		
If you have any questions regarding submitting your application please contact:			

Jeanne Contrad Willi C Zoning Department (228) 466-2549 jconrad@waveland-ms.gov We are requesting a variance for \$813 64 Street. Proposed

Variance would be 5ft from real

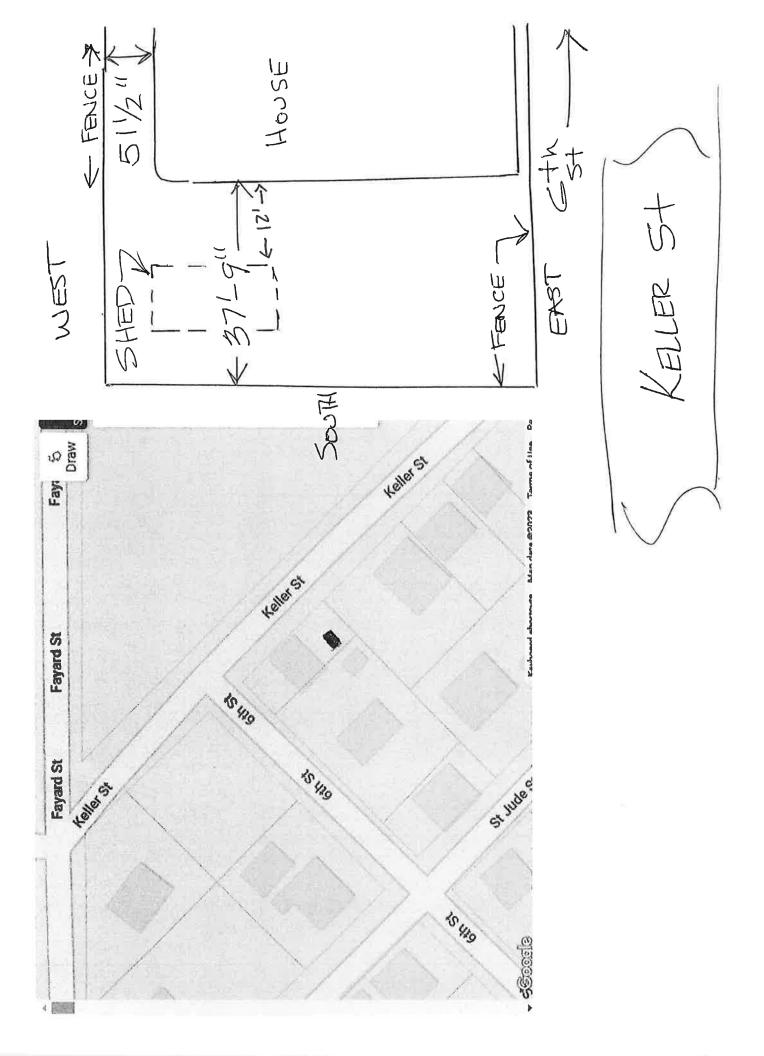
B property line + 5 feet from the

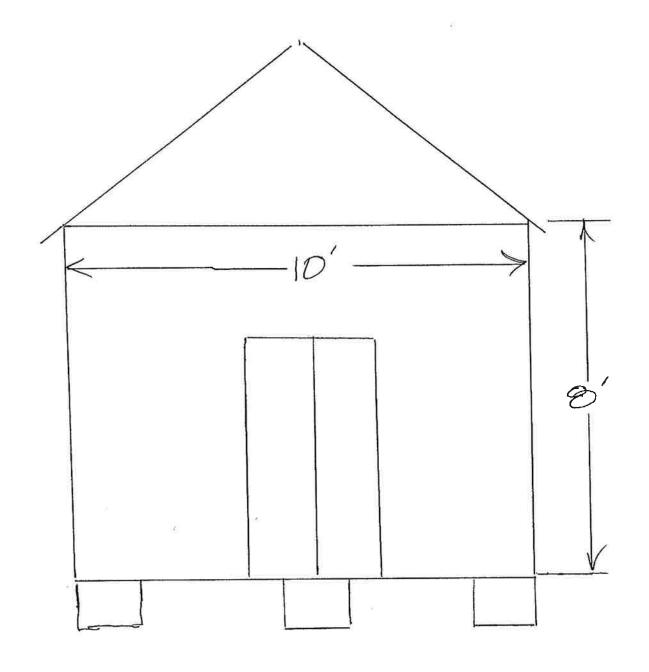
West side of property line.

We are requestry this to build a 120 sq ft shed. Our yard is very small and we would lette to keep as much of the fard as usable play area. There is an existing shed in the SE corner + this well be torn down. The shed well held belies + laws equipment.

Thank Jon!

Kük Massey





10'× 12'

METAL ROOFING. HARDY SIDING 5/26/23, 3:03 PM Index

161C-0-01-005.000

Owner City, State ZIP: VANCLEAVE, MS 39565

Physical Address: 813 SIXTH ST

Improvement Type: RES

Year Built: 1969
Base Area: 988
Adjusted Area: 988
Actual Total Value: 40847
Taxable Total Value: 0
Estimated Tax: 770.84
Homestead Exemption: No

Deed Book: 2014 Deed Page: 7449

Legal Description 1: BLK 2 1 BUNNY PK SUB

Legal Description 2: Legal Description 3: Legal Description 4: Legal Description 5: Legal Description 6: Longitude: -89 Latitude: 30

Square Footage: 4172.3

5/26/23, 3:02 PM

Geoportal Map



DISCLAIMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

Geoportal Map



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Kirk Massey variance request

Denyse <sdls504@cox.net>
Wed 6/7/2023 11:50 AM
To:Jeanne Willie <jwillie@waveland-ms.gov>

I support the variance request regarding Kirk Massey's property. I have no issues with this variance.

Sincerely,

Denyse Schomaker Executrix for Henry Haas 805 Sixth St Waveland, MS

Sent from my iPad

NOTICED IS HEREBY GIVEN THAT THE PLANNING AND ZONING COMMISSION WILL HOLD A PUBLIC HEARING ON JUNE 19TH, 2023 AT 6:00 P.M. TO CONSIDER THE FOLLOWING: THIS IS ALSO NOTIFICATION THAT THE PLANNING AND ZONING COMMISSION IS A RECOMMENDING COMMISSION ONLY. THE WAVELAND BOARD OF MAYOR AND ALDERMEN WILL CONSIDER FINAL APPROVAL OF THE PLANNING AND ZONING COMMISSION ON WEDNESDAY, JULY 5TH, 2023 AT 6:30 PM.

Note: All Meetings are being held in-person in the Mayor and Board of Alderman Board Room located on the 1st Floor of City Hall, 301 Coleman Avenue, Waveland, MS 39676.

1. Kirk Massey, owner of the property commonly known as 813 Sixth St, parcel #161C-0-01-005.000, has made an application for a variance from the required rear property line and the right side property line. The variance request is for 5' from the required side yard setback of 10' and for 10' from the required rear yard setback of 15'. This would make his right side yard and rear yard setbacks 5' from each property line.

YOU ARE RECEIVING THIS NOTICE EITHER BECAUSE YOU ARE AN ADJACENT PROPERTY OWNER OR LOCATED DIRECTLY ACROSS THE STREET. IF YOU WOULD LIKE TO VOICE YOUR OBJECTION OR SUPPORT OF THE APPLICANT, YOU MAY DO SO AT THE PUBLIC HEARING LISTED ABOVE OR YOU MAY EMAIL YOUR RESPONSE TO jwillie@waveland-ms.gov.

Jeanne Willie Zoning Official 228-220-3335



Parcel Number: 161C-0-01-005.000
Owner Name: MASSEY KIRK A ETUX
Owner Address: 13400 PULPWOOD ROAD
Owner City, State ZIP: VANCLEAVE, MS 39565

Physical Address: 813 SIXTH ST

Parcel Number: 161C-0-01-005.001
Owner Name: HILL CY C ETUX
Owner Address: 417 KELLER ST

Owner City, State ZIP: WAVELAND, MS 39576

XPhysical Address: 417 KELLER ST

Parcel Number: 161C-0-01-006.000 Owner Name: HAAS HENRY J ETUX

Wwner Address: 504 PINE ST

Owner City, State ZIP: METAIRIE, LA 700053431

がhysical Address: 805 SIXTH ST

Parcel Number: 161C-0-01-003.000
Owner Name: PIERSON CHARLES T
Owner Address: 311 VIRGINA STREET

Owner City, State ZIP: NEW ORLEANS, LA 70124

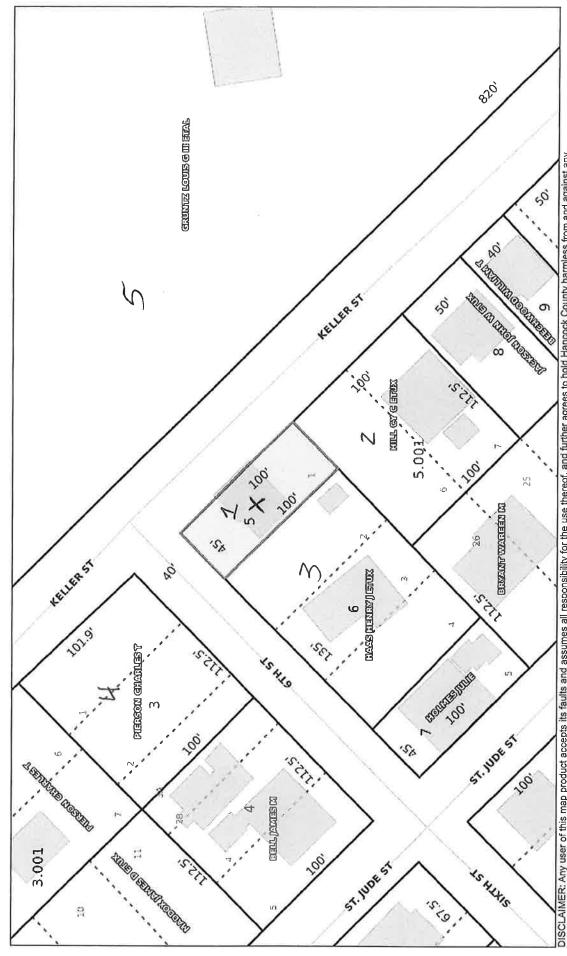
Physical Address: 0 FAYARD ST

Owner City, State ZIP: MANDEVILLE, LA 70448

Physical Address: 416 KELLAR ST

6/2/23, 11:05 AM

Geoportal Map



DISCLAMER: Any user of this map product accepts its faults and assumes all responsibility for the use thereof, and further agrees to hold Hancock County harmless from and against any damage, loss or liability arising from any use of the map product. Users are cautioned to consider carefully the provisional nature of the maps and data before using it for decisions that concern personal or public safety or the conduct of business that involves monetary or operational consequences. Conclusions drawn from, or actions undertaken, on the basis of such maps and data, are the sole responsibility of the user.

The Sea Goast Echo

POST OFFICE BOX 2009 BAY SAINT LOUIS, MS 39521-2009

PROOF OF PUBLICATION

STATE OF MISSISSIPPI HANCOCK COUNTY

On the ____ day of June

PERSONALLY appeared before me the undersigned authority in an	d for said County and State,
GEOFF BELCHER, General Manager of THE SEA COAST ECHO,	a newspaper published in the
City of Bay Saint Louis, said County, who being duly sworn, depose	s and says the publication of this
notice hereunto annexed has been made in the said publication	weeks to-wit:

On the	day of		2023
On the	day of		2023
On the	day of	· · · · · · · · · · · · · · · · · · ·	2023
Gene	eral Manager		
Sword to and	subscribed be		TARY PUBLIC
This	day of \overline{JV}	ne	2023

NOTICED IS HEREBY GIVEN THAT THE PLANNING AND ZONING COMMISSION WILL HOLD A REGULAR PUBLIC HEARING ON MONDAY, JUNE 19TH, 2023 AT 6:00 P.M. TO CONSIDER THE FOLLOWING: Note: All Meetings of the Planning and Zoning Commission are held in the Mayor and Board of Alderman Board Room located on the 1st Floor of City Hall, 301 Coleman Avenue, Waveland, MS 39676. I.Kirk Massey, owner of the property commonly known as 813 Sixth St, parcel #161C-0-01-005,000, has made an application for a variance from the required rear property line and the right side property line. The variance request is for 5' from the required side yard setback of 10' and for 10' from the required rear yard setback of 15'. This would make his right side yard and rear yard setbacks 5' from each property line, 2.Rene Landaverde, owner of the property commonly known as 301 Singleton St, parcel #162H-0-03-106.000, has made an application for a conditional use in order. to place an accessory structure before the primary structure. This will be a garage used for the storage of work equipment.

THE WAVELAND BOARD OF MAYOR AND ALDERMEN WILL CONSIDER FINAL AP-PROVAL OF THE PLANNING AND ZONING COMMISSION ON WEDNESDAY, JULY 5TH, 2023.AT 6:30 PM. THIS IS ALSO NOTIFICATION THAT THE PLANING AND ZONING COMMISSION IS A RECOMMENDING COMMIS-SION ONLY. IF YOU HAVE QUESTIONS OR CONCERNS, YOU MAY CONTACT JEANNE WIL-LIE, ZONING OFFICIAL, AT 228-220-3335 OR JWILLIE@ WAVELAND-MS.GOV. ALL INTERESTED PARTIES ARE INVITED TO ATTEND AND PARTICIPATE AND MAY SUB-MIT WRITTEN OBJECTIONS OR LETTERS IN FAVOR OF APPLICATIONS BY THURS-DAY, JUNE 15, 2023 BY NOON. PUBLISH DATE: JUNE 1, 2023

General

Order ID: 2880

Export ID:

Status: approved

Price: 35.40

May 26, 2023 03:19 Order date:

Transcation ID: Payment handler:

Category:

990 Notices; 997 Public Notices

Package: Legal Advertising

Package type: hybrid

IP Address: 152.36.128.185

Contact -

City of Waveland 301 Coleman Avenue Waveland, MS 39576 228-466-2549 jwillie@waveland-ms.gov

-Schedule -

June 2023

Su Mo Tu We Th Fr Sa

4 | 5 | 6 | 7 | 8 9 10

11 12 13 14 15 16 17

18 19 20 21 22 23 24

25 26 27 28 29 30

Start date Jun 1, 2023 - 1 week run

Comments-

(none)

Ad text

NOTICED IS HEREBY GIVEN THAT THE PLANNING AND ZONING COMMISSION WILL HOLD A REGULAR PUBLIC HEARING ON MONDAY, JUNE 19TH, 2023 AT 6:00 P.M. TO CONSIDER THE FOLLOWING: Note: All Meetings of the Planning and Zoning Commission are held in the Mayor and Board of Alderman Board Room located on the 1st Floor of City Hall, 301 Coleman Avenue, Waveland, MS 39676. 1.Kirk Massey, owner of the property commonly known as 813 Sixth St, parcel #161C-0-01-005.000, has made an application for a variance from the required rear property line and the right side property line. The variance request is for 5' from the required side yard setback of 10' and for 10' from the required rear yard setback of 15'. This would make his right side yard and rear yard setbacks 5' from each property line. 2. Rene Landaverde, owner of the property commonly known as 301 Singleton St, parcel #162H-0-03-106.000, has made an application for a conditional use in order to place an accessory structure before the primary structure. This will be a garage used for the storage of work equipment. THE WAVELAND BOARD OF MAYOR AND ALDERMEN WILL CONSIDER FINAL APPROVAL OF THE PLANNING AND ZONING COMMISSION ON WEDNESDAY, JULY 5TH, 2023 AT 6:30 PM. THIS IS ALSO NOTIFICATION THAT THE PLANING AND ZONING COMMISSION IS A RECOMMENDING COMMISSION ONLY. IF YOU HAVE QUESTIONS OR CONCERNS, YOU MAY CONTACT JEANNE WILLIE, ZONING OFFICIAL, AT 228-220-3335 OR JWILLIE@WAVELAND-MS.GOV. ALL INTERESTED PARTIES ARE INVITED TO ATTEND AND PARTICIPATE AND MAY SUBMIT WRITTEN OBJECTIONS OR LETTERS IN FAVOR OF APPLICATIONS BY THURSDAY, JUNE 15, 2023 BY NOON. PUBLISH DATE: JUNE 1, 2023

Fields-

Ad text

NOTICED IS HEREBY GIVEN THAT THE PLANNING AND ZONING COMMISSION WILL HOLD A REGULAR PUBLIC HEARING ON MONDAY, JUNE 19TH, 2023 AT 6:00 P.M. TO CONSIDER THE FOLLOWING: Note: All Meetings of the Planning and Zoning Commission are held in the Mayor and Board of Alderman Board Room located on the 1st Floor of City Hall, 301 Coleman Avenue, Waveland, MS 39676. 1.Kirk Massey, owner of the property commonly known as

Agenda Regular Meeting of The Board of Mayor & Aldermen Wednesday, July 19, 2023 6:30 pm.

CONSENT AGENDA

- 8. Motion to approve the following Consent Agenda items as numbered Items (a-k):
 - a. Minutes of the Board of Mayor and Aldermen regular meeting dated July 5, 2023.

Page No. ______
Regular Meeting of the Board of Mayor & Aldermen
Wednesday, July 05, 2023
6:30 pm.

ga

The Board of Mayor and Aldermen of the City of Waveland, Mississippi, met in Regular Session at the Waveland City Hall Boardroom, 301 Coleman Avenue, Waveland, MS. on July 5, 2023 at 6:30 pm to take action on the following matters of City business.

ROLL CALL

Mayor Trapani noted for the record the presence of Alderman Gamble, Richardson, Lafontaine, and Clark along with City Clerk, Lisa Planchard and City Attorney, Ronnie Artigues.

MAYOR'S COMMENTS

a. During discussion Mayor Trapani said that he would like to have a potential Labor Day event on the Sunday before Labor Day with fireworks Sunday evening. St. Claire's Church has donated their fireworks to the City of Waveland. The mayor said he was thinking that instead of having all the vendors, the city just borrow the Silver Slipper's stage and booking maybe three bands. We could possibly just have the community bring what they want to bring and non-profits could sell the drinks and beer, etc. This way the city does not have the responsibility of collecting sales tax. Mayor Trapani asked the Board members for their feedback and ideas. Board members all agreed they liked the proposed idea. Mayor Trapani said he spoke with Alderman Lafontaine about making a small donation to St. Clair's for the fireworks. The mayor then noted we will move forward with our plan.

Alderman Gamble moved, seconded by Alderman Clark to approve and move forward with the Labor Day Event be held on Sunday, September 3, 2023.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

b. Award Employee of the Month for the month of June, 2023 to Mr. Euguene Lemay, Streets Department Operator

During discussion, Mayor Trapani recognized Mr. Eugene Lemay as Employee of the Month for June, 2023 expressing his thanks for Mr. Lemay stepping forward and taking on the duties of a former employee while also training someone new for the position. The mayor said he was a great employee to have for the City of Waveland.

ALDERMAN'S COMMENTS

Alderman Gamble

• Inquired about Malley's Pest Control and the Termite situation outside the exterior building doors near the Boardroom. Mayor Trapani thanked Alderman Gamble for the reminder and said he will be making an appointment for Mr. David Malley to come out and do a reinspection.

Alderman Richardson

Page No. _____

Regular Meeting of the Board of Mayor & Aldermen Wednesday, July 05, 2023 6:30 pm.

- Informed Public Works Manager, Bo Humphrey, that he had spoken with Aaron Wilkenson (electrician), and that Aaron should be meeting with Bo sometime during the week about getting the flashing caution light up at Nicholson and Old Spanish Trail.
- Alderman Richardson also brought up the smell of gas that is back around Tiffany Street saying it is very strong and close to the Waveland Elementary School. Mr. Humphrey said he would check on it.

Alderman Lafontaine

• Alderman Lafontaine moved, seconded by Alderman Richardson to adjust the agenda and add Item (f) under Board Business; appointment of Mr. Glenn Romero as Ward 3 Representative to the Planning & Zoning Commission.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

Alderman Clark - No comments

PUBLIC COMMENTS

There were no public comments.

BOARD BUSINESS:

DOCKET OF CLAIMS

Re: Depository Docket of Claims, Paid and Unpaid, dated July 5, 2023

Alderman Lafontaine moved, seconded by Alderman Clark to approve the Depository Docket of Claims, paid and unpaid, dated July 5, 2023, in the amount of \$ 400,460.87.

(EXHIBIT A)

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

DOCKET OF CLAIMS

Re: Operating Utilities Docket of Claims, Paid and Unpaid, dated July 5, 2023

Alderman Lafontaine moved, seconded by Alderman Richardson to approve the Operating Utilities Docket of Claims, paid and unpaid, dated 7/5/23, in the amount of \$88,182.81.

(EXHIBIT B)

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Page No
Regular Meeting of the Board of Mayor & Aldermen
Wednesday, July 05, 2023
6:30 pm.

Voting Nay: None

Absent: None

TIDELANDS/TIDELANDS FUNDS/PROJECTS-TIDELANDS/REALLOCATION OF TIDELANDS FUNDS

Re: Approve Reallocation of Tidelands Funds from Project #FY19-P646-04 to Project #FY21-P646-03

Alderman Clark moved, seconded by Alderman Gamble to approve reallocation of Tidelands funds in the amount of \$200,000 from Project #FY19-P646-04 (Removal of Derelict Piers and Structures) to Project #FY21-P646-03 (Pagodas and Showers). This will also authorize and approve the mayor's signature on all documents related to this motion.

(EXHIBIT C)

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

GOMESA/FUNDING-GOMESA/GRANTS – GOMESA/CITY WIDE DRAINAGE IMPROVEMENTS PROJECT/CHINICHE ENGINEERING & SURVEYING/CITY HALL

Re: Approve GOMESA Phase II Project Funding Request for Funding 2024 for Citywide Drainage Improvements

Alderman Lafontaine moved, seconded by Alderman Clark to approve GOMESA Phase II Project Funding Request for Funding 2024 for Citywide Drainage Improvements in the amount of \$9,000,000. Chiniche Engineering & Surveying shall submit on the City's behalf.

(EXHIBIT D)

During discussion Alderman Lafontaine asked if there was a city match for these funds. Mayor Trapani stated no there was no match.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

ARPA /INVESTMENT FUNDS-ARPA/TRINITY INVESTMENTS/ BANK ACCOUNTS/THE PEOPLE'S BANK/TRANSFERS-BANKS Re: Transfer ARPA Investment funds from Trinity Investments to the new ARPA Bank account

Alderman Lafontaine moved, seconded by Alderman Richardson to transfer ARPA Investment funds in the amount of \$745,857.28 from Trinity Investments to the new ARPA Bank account recently opened at the Peoples Bank. Note: There will be additional interest earnings upon transfer from Trinity Investments.

During discussion, Alderman Lafontaine inquired about what will be left in Trinity Investments once the \$745,857.28 is transferred out. Comptroller, Kim Boushie stated that

Page No. ______Regular Meeting of the Board of Mayor & Aldermen Wednesday, July 05, 2023
6:30 pm.

we will still have the initial \$2.7M invested. Alderman Lafontaine then asked that if by moving this money out of Trinity Investments we will get a better interest rate from the bank, why not just transfer all the money to the (Peoples) bank. The comptroller said that we could, but initially we needed to invest it because the \$1.5M has to be in one bank account for ARPA; they want all their money in one account for us to account for it on its own. The comptroller also mentioned that the city can move the \$2.7M and she suggests the city does because the interest rates through the bank are much better. City Attorney Artigues says he researching the terms of agreement with Trinity Investments to make sure we can move the funds.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

PLANNING & ZONING/BUILDING DEPARTMENT/COMMISSIONERS Re: Appointment of Mr. Glenn Romero as Ward 3 Representative to Planning and Zoning Commission

Alderman Lafontaine moved, seconded by Alderman Gamble to appoint Mr. Glenn Romero as the Ward 3 representative to the Planning and Zoning Commission. (Reference: Alderman Lafontaine's 'Aldermen's Comments')

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

PLANNING & ZONING

Kirk Massey, owner of the property commonly known as 813 Sixth St, parcel #161C-0-01-005.000, has made an application for a variance from the required rear property line and the right-side property line. The variance request is for 5' from the required side yard setback of 10' and for 10' from the required rear yard setback of 15'. This would make his right-side yard and rear yard setbacks 5' from each property line.

(EXHIBIT E)

Chairman Frater then called for a motion. Commissioner Whitney made a motion to approve the variance request to be 5' from the left side-yard and rear property lines. Commissioner Coatney seconded the motion.

After a unanimous vote of yes by all Commissioners present, Chairman Frater declared the motion passed and that the application meets all of the criteria set forth by section 906.1 of the Zoning Ordinance #349.

Alderman Lafontaine moved, seconded by Alderman Clark to accept the recommendation of Planning & Zoning.

During discussion, Alderman Gamble clarified that Ms. Massey did not want the new shed to be built on the footprint of the old shed. She said no ma'am, they want to tear down the old shed and put it in another corner of the yard next to her neighbor's shed.

Alderman Gamble said that, "The request is for... on the back of the property she is asking for 50% of the allowed variance... you're allowed 10', you're asking for 5', so you only have 5 ft. from the back property line". Ms. Massey said, "Yes ma'am." Alderman Gamble said that you're asking for 66% on the side yard, so you want to be 5' from two property lines. She asked Ms. Massey why she want's to be so close to the side property lines. Ms. Massey said she has a very small yard. Alderman Gamble noted for the record that Ms. Massey has a 100' frontage by 45' deep lot size. Alderman Gamble asked why Ms. Massey is asking for the Board to remove 10' of a 15' variance so you can be up against your neighbor's property. Ms. Massey said they would like the maximum allowed so they can use more of their yard. Alderman Gamble said 15' is allowed and she does not have a problem with 5', but she has a problem with 10' because that puts you only 5' from two property lines. After further discussion, Alderman Lafontaine amended his motion as follows:

Alderman Lafontaine moved, seconded by Alderman Clark to approve a 5 ft. setback on the back property line and a 10' setback on the side property line; (shed is to be placed 5' from the rear property line and 10' from the side property line).

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

Rene Landaverde, owner of the property commonly known as 301 Singleton St, parcel #162H-0-03-106.000, has made an application for a conditional use in order to place an accessory structure before the primary structure. This will be a garage used for the storage of work equipment.

Mr. Landaverde came forward to explain his request. He stated that he is trying to get the property cleaned up but he lives in New Orleans and is currently building a dwelling in Abita Springs. Once the house in Abita Springs is complete, he plans on building on this property. The accessory structure will be to store his grass cutting and maintenance equipment for clearing the lot.

After all discussions between the applicant, the Commissioners, and Josh Hayes, the applicant decided to withdraw his request. He will get his permit for a primary dwelling and the submit for the accessory structure after the building permit is issued.

NO ACTION NEEDED OR TAKEN BY THE BOARD OF MAYOR AND ALDERMEN

CONSENT AGENDA

Re: Consent Agenda items listed (a-i)

Alderman Lafontaine moved, seconded by Alderman Richardson to approve the following Consent Agenda items as numbered Items (a-i):

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

MINUTES

Re: Minutes of the Regular meeting of the Board of Mayor and Aldermen dated June 21, 2023

a. Minutes of the Board of Mayor and Aldermen regular meeting dated June 21, 2023.

EMERGENCY REPAIRS/GULFSIDE DRIVE/LIFT STATION REPAIRS/ VANDALISM/INVOICES/BENVENUTTI ELECTRICAL APPARATUS & REPAIRS/LNJ SERVICES, INC.

Re: Emergency Repair on Gulfside Drive, Lift Station #7

- b. Emergency Repair on Gulfside Drive, Lift Station #7 was vandalized and required two companies to make immediate repairs: **(EXHIBIT F)**
 - 1. Benvenutti Electrical Apparatus & Repairs, Inc. in the amount of \$2,967.00 (rewiring and other electrical work) and
 - 2. LNJ Services, Inc. in the amount of \$720.00 (pump out lift station)

PERSONNEL/FIRE DEPARTMENT

Re: Transfer part-time firefighter Christopher Albrekston to full-time firefighter

c. Transfer Part-Time firefighter Christopher Albrektson to Full-Time firefighter effective 7/6/21 at a pay rate of \$13.72 per hour. This is filling a vacant budgeted position formerly held by Brentley Melton. Mr. Albrektson is a certified firefighter and meets all minimum standards required for this position; he will be on 12-month probation.

FIRE DEPARTMENT/TRAVEL/TRAINING-FIRE DEPARTMENT Re: Approve firefighter Hayden Hall to attend the Fire Inspector 1031-1 course at the Mississippi State Fire Academy July 10-20, 2023

d. Approval for firefighter Hayden Hall to attend the Fire Inspector 1031-1 course at the Mississippi State Fire Academy, July 10-20, 2023. Cost to the City will be a course fee of \$885.00 (includes lodging and 2 meals), 8 days perdiem of \$224.00 (evening meals only @ \$28/day x 8 days), use of a city vehicle, and covering of his shift while he's attending the course.

INVOICES/CHINICHE ENGINEERING & SURVEYING/GARFIELD LADNER MEMORIAL PIER/CITYWIDE DRAINAGE/FEMA

Re: Invoices from Various Entities/Agencies/Contactors/Engineers, etc.

- e. The following Invoices from various Entities/Agencies/Contractors/Engineers, etc.:
 - 1. Chiniche Engineering & Surveying Invoice #22-002-0092 dated 6/26/23 in the amount of \$12,500.00 for Garfield Ladner Memorial Pier project design (preliminary design for FEMA repairs). **(EXHIBIT G)**
 - 2. Chiniche Engineering & Surveying Invoice #22-002-00510 dated 6/26/23 in the amount of \$12,500.00 for Citywide Drainage Conceptual design (cost estimates and analysis). **(EXHIBIT H)**

PERSONNEL/RESIGNATIONS/POLICE DEPARTMENT Re: Accept Resignations of the following personnel:

- f. Accept resignations of following personnel:
 - 1. Payton Faye from the Police Department effective 7/2/23.

(EXHIBIT I)

Page No. _____ Regular Meeting of the Board of Mayor & Aldermen Wednesday, July 05, 2023

6:30 pm.

PERSONNEL/CITY HALL

Re: Hire the Following for various positions, as listed:

g. Hire the following for various positions, as listed:

1. N/A

WEBINARS/HUMAN RESOURCES DEPARTMENT/PAY ROLL/CITY HALL Re: Approve Kyleigh Seale and Janita Cole to attend Live Webinar for ADA/FMLA Leave Issues

h. Approve Kyleigh Seale and Janita Cole to attend Live Webinar for ADA/FMLA Leave Issues at a cost of \$438.00. This will be held July 12, 2023 from 11:00 am to 12:30 pm.

UTILITY DEPARTMENT/REFUND CHECKS/UTILITY CUSTOMER REFUND CHECKS/CITY OF WAVELAND

Re: Approve Monthly Utility Customer Deposit Refund Checks

i. Approve monthly Utility Customer Deposit refund checks totaling \$2,575.00 numbered #7225 through #7241 as submitted by Utility Office Manager Julie Bromwell. Note: \$1,507.38 is due to the City of Waveland and \$5,322.62 is due to customers.

(EXHIBIT J)

END CONSENT AGENDA

EXECUTIVE SESSION

Re: Consider entering a closed session for discussion by City Attorney Regarding Pending Litigation

Alderman Richardson moved, seconded by Alderman Gamble to consider entering a closed session for discussion by City Attorney, Ronald Artigues regarding Pending Litigation.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

Re: Enter into Executive Session

Alderman Gamble moved, seconded by Alderman Richardson to enter an executive session for discussion by City Attorney, Ronald Artigues regarding Pending Litigation.

A vote was called for with the following results:

Voting Yea: Gamble, Richardson, Lafontaine and Clark

Voting Nay: None

Absent: None

Wednesday, July 05, 2023 6:30 pm.
Re: Exit Executive Session with no action taken
Alderman Gamble moved, seconded by Alderman Lafontaine to come out of executive with no action taken.
A vote was called for with the following results:
Voting Yea: Gamble, Richardson, Lafontaine and Clark
Voting Nay: None
Absent: None
ADVERTISMENT/RFQ/INSURANCE/SERVICES Re: Authorize advertisement for RFQ'S for Insurance Services
Alderman Clark moved, seconded by Alderman Lafontaine to authorize advertisement for RFQ's for Insurance Services.
A vote was called for with the following results:
Voting Yea: Gamble, Richardson, Lafontaine and Clark
Voting Nay: None
Absent: None
ADJOURN Re: Adjourn the meeting at 7:02 p.m.
Alderman Gamble moved, seconded by Alderman Lafontaine to adjourn the meeting at 7:02 p.m.
A vote was called for with the following results:
Voting Yea: Gamble, Richardson, Lafontaine and Clark
Voting Nay: None
Absent: None
Lisa Planchard, City Clerk
Jay Trapani,

Mayor

Page No.

- 8. Motion to approve the following Consent Agenda items as numbered Items (a-k):
 - b. Approval for Firefighter Garrett Beaugez to attend the Rope Awareness & Operations course at the MS. State Fire Academy August 7-10, 2023. Cost to the City will be a course fee of \$365.00 which covers lodging and 2 meals, 4 days perdiem of \$112.00 (evening meals @\$28/day x 4 days), use of a city vehicle, and covering his shift while attending the course.



Tommy Carver Jr., Fire Chief

86

To: Mayor and Board of Aldermen

From: Tommy Carver, Jr., Fire Chief

Date: July 6, 2023

Dear Mayor and Board of Aldermen,

I respectfully request your approval for Firefighter Garrett Beaugez to attend the Rope Awareness & Operations course at the Mississippi State Fire Academy August 7-10, 2023. The cost to the city will be a course fee of \$365.00 which covers lodging, breakfast, and lunch. 4 days Per- Diem of \$112.00 (Evening meals only \$28 a day x 4 days), use of a city vehicle, and covering of his shift while attending the course.

Respectfully,

Tommy Carver, Jr.

Fire Chief, City of Waveland

Ton G. J

- 8. Motion to approve the following Consent Agenda items as numbered Items (a-k):
 - c. Approval for Firefighter Hayden Hall to attend the Hazmat Tech II course at the Mississippi State Fire Academy, August 28-31, 2023. The course fee along with lodging, breakfast and lunch are paid for by a grant the Fire Academy received. Cost to the City will be 4 days perdiem of \$112.00 (evening meals only @ \$28/day x 4 days), use of a city vehicle, and covering his shift while attending the course.



Tommy Carver Jr., Fire Chief

80

To: Mayor and Board of Aldermen

From: Tommy Carver, Jr., Fire Chief

Date: July 6, 2023

Dear Mayor and Board of Aldermen,

I respectfully request your approval for Firefighter Hayden Hall to attend the Hazmat Tech II course at the Mississippi State Fire Academy August 28-31, 2023. The course fee along with lodging, breakfast, and lunch are paid for by a grant the Fire Academy received. The cost to the city will be 4 days days Per-Diem of \$112.00 (Evening meals only \$28 a day x 4 days), use of a city vehicle, and covering of his shift while attending the course.

Respectfully,

Tommy Carver, Jr.

Fire Chief, City of Waveland

Top G. J

Waveland Fire Department
427 Hwy 90 • Waveland, Mississippi 39576
228-467-2042

Lisa Planchard

From:

Mike Prendergast

Sent:

Monday, July 10, 2023 11:03 AM

To:

Lisa Planchard; Jay Trapani; Eddie Hursey

Subject:

taser instructor certification



Lisa I need to add to the agenda officer Nathaniel Stanton to attend a taser instructor certification course at Harrison county law enforcement training academy on august 10, 2023 at a total of \$495.00 dollars . officer Nathaniel Stanton will take his city issue vehicle to the police academy.

Chief of Police Michael A Prendergast 1602 McLaurin Street Waveland MS, 39576 Off 228-467-3669 Fax 228-4673686 MikeP@waveland-ms.gov

- 8. Motion to approve the following Consent Agenda items as numbered Items (a-k):
 - e. Accept resignations of following personnel:
 - 1. Ms. Kim Boushie Comptroller, effective 7/20/23

- Motion to approve the following Consent Agenda items as numbered Items (a-k):
 - f. Hire the following for various positions, as listed:
 1. None

- 8. Motion to approve the following Consent Agenda items as numbered Items (a-k):
 - g. Approve the Building Permits Report for the month of June 2023, as submitted.

CITY OF WAVELAND

			Trans	Per		Trn			Payment
Transaction	Proj#	Responsible Party	Date	Тур	Permit Location	Тур	Fees Due	Fees Paid	Method Code
2300287-001	00 BUA	BARTHOLOMEW MARY	06/02/23	BL	118 MARCIE LN	DUE	185.00	.00	
2300287-002	00 BUA	BARTHOLOMEW MARY	06/02/23	$_{\mathrm{BL}}$	118 MARCIE LN	PAY	.00	185.00	CK# 2774
2300288-001	00 DSF	ELECTRIC SOLUTIONS,	06/02/23	CE	529 HWY 90	DUE	124.00	.00	
2300288-002	00 DSF	ELECTRIC SOLUTIONS,	06/02/23	CE	529 HWY 90	PAY	.00	124.00	CHARGE
2300289-001	00 DSF	LEROY MCCOY	06/02/23	PL	529 HWY 90	DUE	141.00	.00	
2300289-002	00 DSF	LEROY MCCOY	06/02/23	PL	529 HWY 90	PAY	.00	141.00	CHARGE
2300290-001	22 C	SHIFFER, MARK	06/02/23	ME	10049 EDEN ST - ANNEX	DUE	75.00	.00	
2300290-002	22 C	SHIFFER, MARK	06/02/23	ME	10049 EDEN ST - ANNEX	PAY	.00	50.00	CK# 192
2300290-003	22 C	SHIFFER, MARK	06/02/23	ME	10049 EDEN ST - ANNEX	PAY	.00	25.00	CHARGE
9 en	tries f	or this Transaction da	ite 0	6-02	-23		525.00	525.00	
2300291-001	22 AF	GULF GUNITE POOLS, L	06/05/23	PO	309 WAVELAND AVE	DUE	150.00	.00	
2300291-002		GULF GUNITE POOLS, L			309 WAVELAND AVE	PAY	.00	150.00	CK# 3992
2300292-001			06/05/23		620 JEFF DAVIS	DUE	115.00	.00	
2300292-002			06/05/23		620 JEFF DAVIS	PAY	.00	115.00	CHARGE
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2300293-002		BAY-LAND SERVICES, L			217 ST JOSEPH ST	PAY	.00		CK# 3657
2300293-002		BAY POOL COMPANY CON			434 SEARS AV	DUE	150.00	.00	CK# 3037
2300294-001		BAY POOL COMPANY CON			434 SEARS AV	PAY	.00		CK# 5645
2300294-002		BAY POOL COMPANY CON			200 FIFTH ST	DUE	150.00	.00	CI(# 3043
2300295-001		BAY POOL COMPANY CON			200 FIFTH ST	PAY	.00		CK# 5645
2300295-002		BAY POOL COMPANY CON		_	313 ROBERT ST	DUE	150.00	.00	CV# 2042
2300296-001									CK# 5645
		BAY POOL COMPANY CON			313 ROBERT ST	PAY	.00		CK# 5645
2300297-001		ROBERTS, MATTHEW & S			100 JOHNSON ST	DUE	97.00	.00	GTT # 5000
2300297-002	_	ROBERTS, MATTHEW & S			100 JOHNSON ST	PAY	.00		CK# 5022
2300298-001		· ·	06/07/23		923 SHIPP ST	DUE	69.00	.00	
2300298-002	00 CRP	BURCH, JAMES	06/07/23	$_{ m BL}$	923 SHIPP ST	PAY	.00		CK# 1000
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12 en	tries f	or this Transaction da	ate 0	6-07	-23		746.00	746.00	
		AIR TEMP A/C & HEATI			217 ST JOSEPH ST	DUE	48.00	.00	
2300299-002		AIR TEMP A/C & HEATI	06/08/23	ME	217 ST JOSEPH ST	PAY	.00	48.00	CHARGE
2300300-001	00 EYF	PACE, GASTON	06/08/23	SD	520 HWY 90	DUE	50.00	.00	
2300300-002	00 EYF	PACE, GASTON	06/08/23	SD	520 HWY 90	PAY	.00	50.00	CK# 2489
2300301-001	00 EYF	PACE, GASTON	06/08/23	FC	520 HWY 90	DUE	39.00	.00	
2300301-002	00 EYF	PACE, GASTON	06/08/23	FC	520 HWY 90	PAY	.00	39.00	CK# 2489
						300			
6 en	tries f	or this Transaction da	ate 0	6-08	-23		137.00	137.00	
2300302-001	00 YV	COLE'S PLUMB & MECH	06/09/23	$_{\mathrm{PL}}$	108 LAFITTE DR	DUE	35.00	.00	
2300302-002	00 YV	COLE'S PLUMB & MECH	06/09/23	PL	108 LAFITTE DR	PAY	.00	35.00	CHARGE

CITY OF WAVELAND

		Trans	Per		Trn			Payment
Transaction	Proj# Responsible Party			Permit Location	Тур	Fees Due	Fees Paid	Method Code
		00	0.0	22				
2 en	tries for this Transaction d	ate 06	-09-	-23		35.00	35.00	
	00 EKB BUCK RAMOND HEATING	06/12/23		321 HILLCREST	DUE	78.00	.00	
2300303-002	00 EKB BUCK RAMOND HEATING	06/12/23		321 HILLCREST	PAY	.00		CHARGE
2300304-001	23 L DELUXE AC & HEAT	06/12/23		213 COLEMAN AVE	DUE	48.00	.00	
2300304-002	23 L DELUXE AC & HEAT	06/12/23		213 COLEMAN AVE	PAY	.00		CHARGE
2300305-001	23 M DELUXE AC & HEAT	06/12/23		215 COLEMAN AVE	DUE	48.00	.00	D.C.
2300305-002	23 M DELUXE AC & HEAT	06/12/23		215 COLEMAN AVE	PAY	.00		CHARGE
2300306-001	•	06/12/23		720 CORAL ST - ANNEX		50.00	.00	OT. 1
2300306-002	23 AL DRIVER, PHILLIP	06/12/23	SD	720 CORAL ST - ANNEX	PAY	.00	50.00	CK# 166
	tries for this Transaction d	ate 06	-12-	-23		224.00	224.00	
				304 PINEY RIDGE RD	DUE	50.00	.00	
	23 AM MARLOWE JAMES E	06/13/23	SD	304 PINEY RIDGE RD	PAY	.00		CK# 3043
					:75			
2 en	tries for this Transaction d	ate 06	-13-	-23		50.00	50.00	
2300154-003	23 H BAY-LAND SERVICES, L	06/14/23	PL	725 ZIMMERMAN LN	DUE	10.00	.00	GF
2300154-004	23 H BAY-LAND SERVICES, L	06/14/23	PL	725 ZIMMERMAN LN	PAY	.00	10.00	CK# 3675 GF
					100			
2 en	tries for this Transaction d	ate 06	-14	-23		10.00	10.00	
2300308-001	21 BX B & K FENCE	06/15/23	FC	1320 RYAN ST	DUE	91.00	.00	
2300308-002	21 BX B & K FENCE	06/15/23	FC	1320 RYAN ST	PAY	.00	91.00	CHARGE
					-			
2 en	tries for this Transaction d	ate 06	-15	-23		91.00	91.00	
2300309-001	22 A C & C PLUMBING	06/16/23	PL	316 TIDE ST	DUE	110.00	.00	
2300309-002	22 A C & C PLUMBING	06/16/23	$_{\mathrm{PL}}$	316 TIDE ST	PAY	.00	110.00	CHARGE
2300310-001	00 ECL LUNDIN, FREDERICK	06/16/23	AS	110 FAVRE ST	DUE	36.00	.00	
2300310-002	00 ECL LUNDIN, FREDERICK	06/16/23	AS	110 FAVRE ST	PAY	.00	36.00	CHARGE
2300311-001	00 AQK OWNER	06/16/23	AS	207 MUSIC ST	DUE	124.00	.00	
2300311-002	00 AQK SHAW SCOTT	06/16/23	AS	207 MUSIC ST	PAY	.00	124.00	CK# 3987
~~~~					100			
6 en	tries for this Transaction d	ate 06	-16	-23		270.00	270.00	
2300312-001	23 R D&A LAROSA LLC	06/19/23	PL	226 SANDY ST	DUE	120.00	.00	
2300312-002	23 R D&A LAROSA LLC			226 SANDY ST	PAY	.00	120.00	CHARGE
	00 BKE ALPINE PROPERTIES LL				DUE	80.00	.00	
	00 BKE ALPINE PROPERTIES LL				PAY	.00		CHARGE
					-		******	
4 er	tries for this Transaction d	late 06	5-19	-23		200.00	200.00	

#### CITY OF WAVELAND

			Trans	Per		Trn			Payment
Transaction	Proj#	Responsible Party	Date	Тур	Permit Location	Тур	Fees Due	Fees Paid	Method Code
2300314-001	00 ATJ	FAVRE'S STEEL ERECTI	06/20/23	$_{ m BL}$	929 SEARS AVE	DUE	212.00	.00	
2300314-002		FAVRE'S STEEL ERECTI			929 SEARS AVE	PAY	.00		CK# 2296
2300315-001	~	AES MECHANICAL SERVI		-	945 HWY 90	DUE	240.00	.00	
2300315-002	00 EQZ	AES MECHANICAL SERVI	06/20/23	CM	945 HWY 90	PAY	.00	240.00	CHARGE
1 07	trios f	or this Transaction d	ate 0	- 20	23	-	452.00	452.00	
4 en	cries r	or this Transaction d	ace u	5-20-	-23		452.00	452.00	
2200566-003	00 AGF	MURPHY, SPRING	06/21/23	$_{ m BL}$	1904 NICHOLSON AVE	DUE	100.00	.00	RF
2200566-004	00 AGF	MURPHY, SPRING	06/21/23	$_{\mathrm{BL}}$	1904 NICHOLSON AVE	PAY	.00	100.00	CHARGE RF
2300316-001	22 BD	MORREALE CONSTRUCTIO	06/21/23	NC	1801 ARNOLD ST	DUE	2,797.00	.00	
2300316-002		MORREALE CONSTRUCTIO			1801 ARNOLD ST	PAY	.00	2,797.00	CK# 354
2300317-001		EXPRESS SERVICE PLUM			204 VENUS ST	DUE	90.00	.00	
2300317-002	23 Z	EXPRESS SERVICE PLUM	06/21/23	PL	204 VENUS ST	PAY	.00		CK# 1576
6 en	tries f	or this Transaction d	ate 0	5-21	-23		2,987.00	2,987.00	
2300318-001	23 AN	HICKEY JR, ALLEN	06/22/23	SD	402 SOUTH ST	DUE	50.00	.00	
2300318-002		HICKEY JR, ALLEN	06/22/23	SD	402 SOUTH ST	PAY	.00	50.00	CHARGE
2300319-001	00 CBJ	COX PATRICIA	06/22/23	SD	110 GRASS ST	DUE	50.00	.00	
2300319-002	00 CBJ	COX PATRICIA	06/22/23	SD	110 GRASS ST	PAY	.00	50.00	CK# 1065
						19			
4 en	tries f	or this Transaction d	ate 0	5-22	-23		100.00	100.00	
1 011	CLICD I								
2300320-001		HOOD, GLENN	06/23/23	AS	1804 NICHOLSON AVE	DUE	97.00	.00	
	00 UQ		06/23/23 06/23/23		1804 NICHOLSON AVE 1804 NICHOLSON AVE	DUE PAY	97.00 .00		CK# 4037
2300320-001	00 UQ	HOOD, GLENN		AS					CK# 4037
2300320-001 2300320-002	00 UQ	HOOD, GLENN	06/23/23	AS RE	1804 NICHOLSON AVE	PAY	.00	97.00 .00	CK# 4037
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001	00 UQ 00 EUD 00 EUD	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT	06/23/23 06/23/23 06/23/23 06/23/23	AS RE RE AS	1804 NICHOLSON AVE 335 TERRACE AVE 335 TERRACE AVE 207 MUSIC ST	PAY DUE	.00 115.00	97.00 .00 115.00 .00	CHARGE
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002	00 UQ 00 EUD 00 EUD	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON	06/23/23 06/23/23 06/23/23	AS RE RE AS	1804 NICHOLSON AVE 335 TERRACE AVE 335 TERRACE AVE	PAY DUE PAY DUE PAY	.00 115.00 .00 135.00	97.00 .00 115.00 .00 135.00	
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002	00 UQ 00 UQ 00 EUD 00 EUD 00 AQK	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23	AS RE RE AS AS	1804 NICHOLSON AVE 335 TERRACE AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST	PAY DUE PAY DUE PAY	.00 115.00 .00 135.00 .00	97.00 .00 115.00 .00 135.00	CHARGE
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002	00 UQ 00 UQ 00 EUD 00 EUD 00 AQK	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23	AS RE RE AS	1804 NICHOLSON AVE 335 TERRACE AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST	PAY DUE PAY DUE PAY	.00 115.00 .00 135.00	97.00 .00 115.00 .00 135.00	CHARGE
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002	00 UQ 00 EUD 00 EUD 00 AQK 00 AQK	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0	AS RE RE AS AS	1804 NICHOLSON AVE 335 TERRACE AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST	PAY DUE PAY DUE PAY	.00 115.00 .00 135.00 .00	97.00 .00 115.00 .00 135.00	CHARGE
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002	00 UQ 00 UQ 00 EUD 00 EUD 00 AQK 00 AQK	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT or this Transaction d	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0	AS RE RE AS AS	1804 NICHOLSON AVE 335 TERRACE AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST	PAY DUE PAY DUE PAY	.00 115.00 .00 135.00 .00	97.00 .00 115.00 .00 135.00 	CHARGE
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002 	00 UQ 00 UQ 00 EUD 00 EUD 00 AQK 00 AQK	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT or this Transaction d	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0 06/26/23 06/26/23	AS RE RE AS AS OF THE PROPERTY	1804 NICHOLSON AVE 335 TERRACE AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST -23	PAY DUE PAY DUE PAY	.00 115.00 .00 135.00 .00 347.00	97.00 .00 115.00 .00 135.00 	CHARGE CK# 3988
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002 	00 UQ 00 UQ 00 EUD 00 AQK 00 AQK tries f 22 F 22 F	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT Or this Transaction d GARCIA AND SONS (BLD	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0 06/26/23 06/26/23 06/26/23	AS RE AS AS 6-23 NC NC NC AS	1804 NICHOLSON AVE 335 TERRACE AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST -23  228 S BEACH BLVD 228 S BEACH BLVD	PAY DUE PAY DUE PAY DUE	.00 115.00 .00 135.00 .00 	97.00 .00 115.00 .00 135.00 	CHARGE CK# 3988
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002 	00 UQ 00 EUD 00 EUD 00 AQK 00 AQK tries f 22 F 22 F 21 CA	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT Or this Transaction d GARCIA AND SONS (BLD GARCIA AND SONS (BLD	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0 06/26/23 06/26/23 06/26/23	AS RE RE AS AS 6-23 NC NC NC AS AS	1804 NICHOLSON AVE 335 TERRACE AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST -23  228 S BEACH BLVD 228 S BEACH BLVD 645 N BEACH BLVD	PAY DUE PAY DUE PAY DUE PAY DUE PAY	.00 115.00 .00 135.00 .00 	97.00 .00 115.00 .00 135.00 	CHARGE  CK# 3988  CK# 4799
2300320-001 2300320-002 2300321-001 2300322-001 2300322-002 	00 UQ 00 EUD 00 EUD 00 AQK 00 AQK tries f 22 F 22 F 21 CA 21 CA 23 AC	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT Or this Transaction d GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD LEE GARCIA LEE GARCIA	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23	AS RE RE AS AS NC NC AS AS NC NC	1804 NICHOLSON AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST -23  228 S BEACH BLVD 228 S BEACH BLVD 645 N BEACH BLVD 645 N BEACH BLVD 2270 KILN WAVELAND CU 2270 KILN WAVELAND CU	PAY DUE PAY DUE PAY DUE PAY DUE PAY DUE PAY DUE PAY	.00 115.00 .00 135.00 .00 	97.00 .00 115.00 .00 135.00 347.00 .00 3,444.25 .00 355.00 .00	CK# 4799 CK# 4800
2300320-001 2300320-002 2300321-001 2300322-001 2300322-002 	00 UQ 00 EUD 00 EUD 00 AQK 00 AQK tries f 22 F 22 F 21 CA 21 CA 23 AC 00 WS	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT Or this Transaction d GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD LEE GARCIA LEE GARCIA M&M ELECTRICAL	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23	AS RE AS AS 6-23 NC NC NC AS AS NC RE	1804 NICHOLSON AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST -23  228 S BEACH BLVD 228 S BEACH BLVD 645 N BEACH BLVD 645 N BEACH BLVD 2270 KILN WAVELAND CU 2270 KILN WAVELAND CU	PAY DUE	.00 115.00 .00 135.00 .00 	97.00 .00 115.00 .00 135.00 	CK# 4799 CK# 4800 CK# 101
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002 	00 UQ 00 EUD 00 EUD 00 AQK 00 AQK ctries f 22 F 21 CA 21 CA 23 AC 00 WS 00 WS	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT Or this Transaction d GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD LEE GARCIA LEE GARCIA M&M ELECTRICAL	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23	AS RE RE AS AS AS NC NC NC AS AS NC RE RE	1804 NICHOLSON AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST -23  228 S BEACH BLVD 228 S BEACH BLVD 645 N BEACH BLVD 645 N BEACH BLVD 2270 KILN WAVELAND CU 2270 KILN WAVELAND CU 111 GULF DR 111 GULF DR	PAY DUE PAY	.00 115.00 .00 135.00 .00 	97.00 .00 115.00 .00 135.00 	CK# 4799 CK# 4800
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002 	00 UQ 00 EUD 00 EUD 00 AQK 00 AQK ctries f 22 F 21 CA 21 CA 23 AC 00 WS 00 WS	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT OR THIS TRANSACTION OF GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD LEE GARCIA LEE GARCIA M&M ELECTRICAL M&M ELECTRICAL DIAMOND L CONTRACTOR	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23	AS RE RE AS AS NC NC NC AS AS RE RE RE RE RE RE	1804 NICHOLSON AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST -23  228 S BEACH BLVD 228 S BEACH BLVD 645 N BEACH BLVD 645 N BEACH BLVD 2270 KILN WAVELAND CU 2270 KILN WAVELAND CU 111 GULF DR 111 GULF DR 121 LAKESIDE DR	PAY DUE	.00 115.00 .00 135.00 .00 347.00 3,444.25 .00 355.00 .00 1,406.00 .00 65.00 .00 2,412.00	97.00 .00 115.00 .00 135.00 	CK# 3988  CK# 4799  CK# 4800  CK# 101  CHARGE
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300322-002 	00 UQ 00 EUD 00 EUD 00 AQK 00 AQK ctries f 22 F 21 CA 21 CA 23 AC 00 WS 00 WS	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT SHAW SCOTT Or this Transaction d GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD LEE GARCIA LEE GARCIA M&M ELECTRICAL	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23	AS RE RE AS AS NC NC NC AS AS RE RE RE RE RE RE	1804 NICHOLSON AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST -23  228 S BEACH BLVD 228 S BEACH BLVD 645 N BEACH BLVD 645 N BEACH BLVD 2270 KILN WAVELAND CU 2270 KILN WAVELAND CU 111 GULF DR 111 GULF DR	PAY DUE PAY	.00 115.00 .00 135.00 .00 347.00 3,444.25 .00 355.00 .00 1,406.00 .00 65.00 .00 2,412.00	97.00 .00 115.00 .00 135.00 	CK# 4799 CK# 4800 CK# 101
2300320-001 2300320-002 2300321-001 2300321-002 2300322-001 2300323-001 2300323-002 2300324-001 2300325-001 2300325-002 2300326-001 2300327-001 2300327-002	00 UQ 00 EUD 00 EUD 00 AQK 00 AQK ctries f 22 F 21 CA 21 CA 23 AC 00 WS 00 WS 00 CON	HOOD, GLENN HOOD, GLENN JAMES FERGUSON JAMES FERGUSON SHAW SCOTT OR THIS TRANSACTION OF GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD GARCIA AND SONS (BLD LEE GARCIA LEE GARCIA M&M ELECTRICAL M&M ELECTRICAL DIAMOND L CONTRACTOR	06/23/23 06/23/23 06/23/23 06/23/23 06/23/23 ate 0 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23 06/26/23	AS RE RE AS AS NC NC AS AS NC NC C RE RE RE NC NC	1804 NICHOLSON AVE 335 TERRACE AVE 207 MUSIC ST 207 MUSIC ST -23  228 S BEACH BLVD 228 S BEACH BLVD 645 N BEACH BLVD 645 N BEACH BLVD 2270 KILN WAVELAND CU 2270 KILN WAVELAND CU 111 GULF DR 111 GULF DR 121 LAKESIDE DR	PAY DUE PAY	.00 115.00 .00 135.00 .00 347.00 3,444.25 .00 355.00 .00 1,406.00 .00 65.00 .00 2,412.00	97.00 .00 115.00 .00 135.00 	CK# 3988  CK# 4799  CK# 4800  CK# 101  CHARGE

#### CITY OF WAVELAND

			Trans	Per		Trn			Payment
		Responsible Party			Permit Location	Тур	Fees Due	Fees Paid	Method Code
		DORRIS ELECTRIC SERV				DUE	25.00	.00	
2300328-002	23 AI	DORRIS ELECTRIC SERV	06/27/23	RE	513 JEFF DAVIS AVE	PAY	.00	25.00	CHARGE
2300329-001	23 AÇ	OGUNTUASE, JOHNSON &	06/27/23	SD	201 VENUS ST	DUE	50.00	.00	
2300329-002	23 AÇ	OGUNTUASE, JOHNSON &	06/27/23	SD	201 VENUS ST	PAY	.00	50.00	CK# 2301
						-			
4 en	tries f	for this Transaction d	ate 0	6-27	-23		75.00	75.00	
2300330-001	00 DIG	MILLER, PATRICIA	06/28/23	AS	1017 CARROLL ST	DUE	39.00	.00	
2300330-002	00 DIC	MILLER, PATRICIA	06/28/23	AS	1017 CARROLL ST	PAY		39.00	CK# 3857
2300331-001	22 BI	FAVRE ELECTRIC	06/28/23	RE	1801 ARNOLD ST	DUE	180.00	.00	
2300331-002	22 BI	FAVRE ELECTRIC	06/28/23	RE	1801 ARNOLD ST			180.00	CK# 1010
2300332-001		/ BROUSSARD ELECTRIC I			720 HWY 90		60.00	.00	
2300332-002	00 F7	/ BROUSSARD ELECTRIC I	06/28/23	CE	720 HWY 90	PAY	.00		CK#11831
						-	000.00	070.00	
6 er	itries i	for this Transaction d	ate 0	6-28	-23		279.00	279.00	
2300333-001	22 (	PICCIOLA, JOHN	06/29/23	NC	120 SEABROOK DR	DUE	3,700.00	.00	
2300333-002	22 (	PICCIOLA, JOHN	06/29/23	NC	120 SEABROOK DR		.00	3,700.00	CHARGE
2300334-001	22 AI	H BAY-LAND SERVICES, L	06/29/23	PL	921 LONGO ST	DUE	110.00	.00	
2300334-002	22 AI	H BAY-LAND SERVICES, L	06/29/23	PL	921 LONGO ST	PAY	.00	110.00	CK# 3706
						546			
4 er	tries :	for this Transaction d	ate 0	6-29	-23		3,810.00	3,810.00	
2300335-001	17 BI	K AMY LYNCH	06/30/23	BF	BONFIRE - ZONE 2 ST 3	DUE	25.00	.00	
2300335-002	17 BI	K AMY LYNCH	06/30/23	$_{\mathrm{BF}}$	BONFIRE - ZONE 2 ST 3	J PAY	.00	25.00	CK# 102
2300336-001	00 BF1	H AUSTIN NOONAN	06/30/23	AS	313 ROBERT ST	DUE	179.00	.00	
2300336-002			06/30/23	AS	313 ROBERT ST	PAY	.00	179.00	CK# 3203
2300337-001			06/30/23		321 HILLCREST ST	DUE	174.00	.00	
2300337-002			06/30/23		321 HILLCREST ST	PAY	.00		CK# 3203
2300338-001		A BONADONA, VINNIE			236 PINE RIDGE DR		75.00	.00	
2300338-002	00 CJ	A BONADONA, VINNIE	06/30/23	AS	236 PINE RIDGE DR	PAY	.00		CK# 3085
					0.2	-	452.00	452.00	
8 er	itries	for this Transaction d	ate 0	6-30	-23		453.00	453.00	

109 Total Entries by Transaction date

18,738.25 18,738.25

Total Checks: 13,344.25 Total Cash: .00 Total Charges: 5,394.00

- 8. Motion to approve the following Consent Agenda items as numbered Items (a-k):
  - h. Spread on the minutes the Court Statistics for the month of June 2023, as submitted.

### **JUNE 2023**

## COURT

#### **AMS**

JUNE 2023: \$1,923.95

### **NCOURT**

Total Paid: \$16,085.25

Adjustments: \$17.75 (over payments)

Fines: \$16,067.50

## PAID TO/COLLECTED BY COURT

\$10,155.74

Paid through ASAP: \$0.00

TOTAL:\$28,164.94

**RETAINED BY CITY: \$ 12,255.03** 

## **BREAKDOWN BY GENERAL LEDGER ACCOUNT**

Paid to: Interlock Device Fund \$0.00

Paid to: Municipal Court Collections \$67.50

Paid to: State Treasury \$9,997.91

Paid to: State Dept. Public Safety \$632.50

Paid to: City of Waveland - Hancock Co. Law Library \$114.00

Paid to: State Treasury - Crimestoppers \$154.25

Paid to: City of Waveland - Fine/Court Notice \$8,095.36

Paid to: City of Waveland - Admin. Fee \$4,159.67

Paid to: Restitution \$450.00

Paid to: Cash Bonds \$3,069.50 - JAIL (MAY)

Cash Bonds \$2,800.00 - directly to Waveland (MAY)

Paid to: Cash Bond Refunds \$3,614.75

Paid to: Miscellaneous \$785.00 (golf carts, finger prints,

reports)

CITY OF WAVELAND MUNICIPAL COURT MONTHLY SETTLEMENT RECAP FOR: 6/ 1/2023 THRU 6/30/2023

CODE	AMOUNT	GL-ACCT	Description	=======================================
FINE	7795.36	001000330	FINE	
TVA	5735.16	001000138	TVA	
CC	37.50	001000138	COURT CONSITUENTS	
LL	114.00	001000140	LAW LIBRARY	
ADMIN	4159.67	001000332	ADMINISTRATIVE FEE	
WIRELESS	632.50	001000139	WIRELESS COMMUNICATIO	ON
TT10	220.00	001000138	TRAUMA TRAFF 10.00	
NOTICE	300.00	001000330	COURT NOTICE	
CRIMESTOP	154.25	001000139		
BOND	879.00	001000330	UNINSURED MOTORIST	
UMI	2394.00 80.00	001000138 001000138		
VBF	160.00	001000138		
ABF TT30	30.00	001000138		
REFUND	3614.75	001000130		
OM	896.25	001000330		
OM2	67.50	001000138		
TT	70.00	001000138	TRAUMA TRAFFIC	
MVL	375.00	001000138		
REST	450.00	001000358	RESTITUTION	
TOTAL	28164.94	=========		=========
BREAKDOWN BY			PAY TO	
DKHAKDOMI DI	001000138		MUNICIPAL CRT COLLECTION	S
	001000138	9997.91	STATE TREASURER	
	001000139		STATE DEPT. OF PUBLIC SA	F
	001000139		STATE TREASURER	
	001000140		CITY OF WAVELAND	
	001000330		BONDS	
	001000330		BOND REFUND	
	001000330		CITY OF WAVELAND	
	001000332		CITY OF WAVELAND	
	001000358		RESTITUTION	
	TOTAL	28164.94	=======================================	
BOND REFUNDS	========		·	
220220128	GARCTA	MIGUEL SEBASI	7026 W MARION ST	\$250.00
220220120	011110311		BAY ST LOUIS, MS 395	
220220127	GARCIA	MIGUEL SEBAST	7026 W MARION ST	\$250.00
			BAY ST LOUIS, MS 395	
220220126	GARCIA	MIGUEL SEBAST	7026 W MARION ST	\$194.25
			BAY ST LOUIS, MS 395	41 150 00
220220249	FLOYD S	HIANA LYNN		\$1,150.00
	DDEED 0.0	N 172NTD002 000	BAY ST. LOUIS, MS 39	\$150.00
120222189	PETERSO	N VANESSA CEC	C 7674 HANCOCK DR. BAY ST LOUIS, MS 395	\$150.00
100000100	רטמשממ	M WANDER A CEC	C 7674 HANCOCK DR.	\$150.00
120222190	PEIERSO	M AMERIA CEC	BAY ST LOUIS, MS 395	4200100
220220419	матранс	IPPET, VELTAH AS	[ 17151 AZALEA ST.	\$300.00
220220419	MILMIO	A IMMEDI OLOO.	KILN, MS 39556	·
220230208	GALATAS	SANDY	548 HWY 90 APT 206	\$150,00
220230200	04,12111110	D11121	WAVELAND, MS 39576	
120221991	GORDON	CHARLES EDWAR	R 504 AMAR ST	\$150.00
, ,			WAVELAND MS 39576	
120230246	CARROLL	KRYSTYN THE	R 11801 EAST LOOP 1604	\$150.00
			UNIVERSAL CITY, TX 7	*
120213503	SMITH W	ALTER EUGENE	4191 20TH AVE	\$150.00
			BAY ST LOUIS MS 3952	470 E0
120220778	BYRD DA	LTON TAYLOR	5115 SPIERS DR	\$70.50

BAY ST LOUIS, MS 395
220230163 MORAN WESLEY EUGENE 9186 HENRY SHUBERT R \$500.00
BAY ST LOUIS, MS 395

RESTITUTION CASE DEFENDANT AMT

220220617 BRUNETTE CECIL JUNIO \$300.00 220220838 LADNER LODGE WAYNE \$150.00 RCUMMINGS JCMTIC02 07/03/2023 15:51 Municipal Court Case Count Listing Offense Date 6/1/2023 thru 6/30/2023

Added CHARGE Type Case Number CASE COUNT SUMMARY: TYPE COUNT CHARGE TRAFFIC 6 CARELESS DRIVING
TRAFFIC 1 CONTEMPT OF COURT-FTA
TRAFFIC 3 CHILD RESTRAINT
TRAFFIC 1 DRIVING WHILE LICENSE SUS
TRAFFIC 4 DISREGARD FOR TRAFFIC DE
TRAFFIC 2 DUI 1ST
TRAFFIC 1 EXPIRED TAG
TRAFFIC 2 EXPIRED DRIVERS LICENSE
TRAFFIC 2 IMPROPER EQUIPMENT
TRAFFIC 1 LEAVING THE SCENE OF ACCI
TRAFFIC 6 NO DRIVERS LICENSE
TRAFFIC 1 OBSTRUCTING TRAFFIC
TRAFFIC 1 OBSTRUCTING TRAFFIC
TRAFFIC 1 RECKLESS DRIVING
TRAFFIC 1 SEATBELT VIOLATION
TRAFFIC 6 SPEEDING - 10 MILES OVER
TRAFFIC 6 SPEEDING - 20 MILES OVER
TRAFFIC 3 SPEEDING - 25 MILES OVER
TRAFFIC 2 SPEEDING - 30 MILES OVER
TRAFFIC 2 SPEEDING - 30 MILES OVER
TRAFFIC 26 NO MV LIABILITY INS 1ST O  RCUMMINGS JCMTIC02 07/03/2023 15:52 Municipal Court Case Count Listing
Offense Date 6/ 1/2023 thru 6/30/2023

CASE COUNT SUMMARY: TYPE COUNT CHARGE

CRIMINAL 1 ABUSIVE CALLS TO EMERGENC
CRIMINAL 1 CONTEMPT OF COURT-FTC
CRIMINAL 1 DISORDERLY CONDUCT
CRIMINAL 1 MALICIOUS MISCHIEF
CRIMINAL 2 MOLESTING
CRIMINAL 1 VIO CITY ORD 323-NO PROOF
CRIMINAL 3 CITY ORD 323 NO PROPER SH
CRIMINAL 1 POSS OF ALCOHOL BY MINOR
CRIMINAL 1 POSS OF CONTROLLED SUBST
CRIMINAL 1 PUBLIC PROPANITY
CRIMINAL 1 PUBLIC PROPANITY
CRIMINAL 1 RECEIVING STOLEN PROPERTY
CRIMINAL 1 SEXUAL BATTERY
CRIMINAL 1 SHOPLIFTING (FELONY)
CRIMINAL 1 SHOPLIFTING (FELONY)
CRIMINAL 2 TRESPASSING
CRIMINAL 3 VIO CITY ORD-CHAINING/TET

- 8. Motion to approve the following Consent Agenda items as numbered Items (a-k):
  - i. Spread on the minutes the Privilege License Report for the month of June, 2023, as submitted.

CITY OF WAVEL		DATE: 06/01/2023	- 06/30/2023 PAGE: 1			
LICENSE	ACCT	BUSINESS	REC NO DATE	AMOUNT	CHK NO	8i
1335	23386	HALE FIREWORKS	1335 06/21/2023	250.00	747427	
1334	617	LEAF MED	1334 06/15/2023	410.00	1	
1336	537	M & M ELECTRICAL	1336 06/30/2023	20.00	1	
	3	TOTAL >>>		680.00		
TOTAL CHECKS TOTAL CC		250.00 430.00				
TOTAL		680.00				

	City of Waveland						
Comr	nunity Service	<b>Board Report</b>					
ID Number	<u>Date</u>	Assigned Hours	Hours Worked				
120230900	6/15/2023	45.5	32				
120230805	6/15/2023	91.5	40				
120203307	6/15/2023	45.5	0				
120230702	6/15/2023	23	23				
120230931	6/22/2023	45.5	0				
120230962	6/22/2023	50.5	0				
220230236	6/22/2023	17	0				
120224378	6/22/2023	71	16				
220230188	6/22/2023	46	0				
120230385	6/22/2023	71	32				
120230787	6/22/2023	61.5	0				
220230233	6/22/2023	58	32				
120230652	6/22/2023	72	40				





## **VISITOR REPORT**

## THIS MONTH, JUNE 2023 OUR VISITORS WERE FROM:

Visitors that were from Waveland	27
Visitors that were from Hancock County	19
Visitors that were from somewhere else in Mississippi	105
Visitors that were from another state in the U.S. South	47
Visitors that were from a state outside the U.S. South	280
Visitors that were from another country	4

Total Visitor Count (this month):

482

Total Annual Visitor Count (to date): 2808

### **LAGNIAPPE**

Canada 4